

AGREEMENT FOR PROVISION OF

AMENDMENT NO. 3

TO

CONTRACT NO. MA-042-18010346

FOR

**MENTAL HEALTH RESIDENTIAL REHABILITATION AND
MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES**

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

JULY 1, 2017 THROUGH JUNE 30, 2020

~~THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and «UC_NAME» «UC_DBA», a California «STATUS» (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).~~

WITNESSETH:

~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of~~

This Amendment (“Amendment No. 3”) to Contract No. MA-042-18010346 for Mental Health Residential Rehabilitation and Mental Health Enhanced Residential Rehabilitation Services described herein to the residents of Orange County; and is made and entered into on July 1, 2021 (“Effective Date”) between << >> (“Contractor”), with a place of business at << >>, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, CONTRACTOR is agreeable to the rendering Parties executed Contract No. MA-042-18010346 for Mental Health Residential Rehabilitation and Mental Health Enhanced Residential Rehabilitation Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$3,737,016, renewable for two additional one-year periods (“Contract”); and

1 WHEREAS, the Parties executed Amendment No. 1 to increase both the Period Two Maximum
2 Obligation and the Period Three Maximum Obligation for Residential Rehabilitation Services by \$499,028
3 from \$933,597 to \$1,432,625, for a new cumulative total contract amount of such \$4,735,072; and

4 WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for one year, effective
5 July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,744,700, for a new cumulative total
6 contract amount of \$6,479,772; and

7 WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for
8 one year for County to continue receiving and Contractor to continue providing the services set forth in
9 the Contract.

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

11 1. The Contract is renewed for a one year period, effective July 1, 2021 through June 30,
12 2022, in an amount not to exceed \$1,779,700 for this renewal period, for a new cumulative total contract
13 amount of \$8,259,472; on the amended terms and conditions hereinafter set forth;

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

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
— Title 2. The Period Five Maximum Obligation includes an aggregate amount of \$35,000 to be used for the one-time purchase of computer related equipment.	
<u>3. Page.....</u>	<u>1</u>
<u>Contents.....</u>	<u>2</u>
<u>4. Referenced Contract Provisions.....</u>	<u>4</u>

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B- ASR 21-000090-REDLINE- RES REHAB MASTER AGREEMENT.PDF.DOCX «CONTRACT_CODE»-
MAMHRR01MHKK20

«LC_NAME»«LC_DBA»

1 I. Acronyms 5

2 II. Alteration of Terms 6

3 III. Assignment of Debts 6

4 IV. Compliance 7

5 V. Confidentiality 10

6 VI. Cost Report 11

7 VII. Debarment and Suspension Certification 13

8 VIII. Delegation, Assignment and Subcontracts 14

9 IX. Employee Eligibility Verification 15

10 X. Equipment 15

11 XI. Facilities, Payments and Services 17

12 XII. Indemnification and Insurance 17

13 XIII. Inspections and Audits 24

14 XIV. ——— Licenses, lines 3 through 13 of the Contract are deleted in their entirety and Laws

15 ——— replaced with the following:

16 XV. Literature, Advertisements and Social Media 24

17 XVI. Maximum Obligation 24

18 XVII. Minimum Wage Laws 25

19 XVIII. Nondiscrimination 25

20 XIX. Notices 27

21 XX. Notification of Death 28

22 XXI. Notification of Public Events and Meetings 29

23 XXII. Records Management and Maintenance 29

24 XXIII. Research and Publication 30

25 XXIV. Revenue 30

26 XXV. Severability 31

27 XXVI. Special Provisions 31

28 XXVII. Status of Contractor 32

29 XXVIII. Term 32

30 XXIX. Termination 33

31 XXX. Third Party Beneficiary 35

32 XXXI. Waiver of Default or Breach 35

33 Signature Page 36

C:\USERS\THU
 DO\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\Z9AJDWSY\ATTACHMENT
 B- ASR 21-000090-REDLINE- RES REHAB MASTER AGREEMENT.PDF.DOCX «CONTRACT_CODE»-
 MAMHRR01MHKK20

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EXHIBIT A

PAGE

I. Identification of Services 1

EXHIBIT B

MENTAL HEALTH RESIDENTIAL REHABILITATION SERVICES

I. Common Terms and Definitions 1
II. Payments 10
III. Reports 11
IV. Services 11
V. Staffing 16

EXHIBIT C

MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES

I. Common Terms and Definitions 1
II. Payments 10
III. Reports 10
IV. Services 11
V. Staffing 16

EXHIBIT D

I. Business Associate Contract 1

EXHIBIT E

I. Personal Information Privacy and Security Contract 1

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10 “REFERENCED CONTRACT PROVISIONS

11 **Term:** -July 1, 2017 through June 30, ~~2020~~2022
 12 Period One means the period from July 1, 2017 through June 30, 2018
 13 Period Two means the period from July 1, 2018 through June 30, 2019
 14 Period Three means the period from July 1, 2019 through June 30, 2020

15 **Aggregate Maximum Obligation:**

	Residential	Enhanced Residential	
	Rehabilitation Services	Rehabilitation Services	Total
Period One Maximum Obligation:	\$ 933,597	\$312,075	\$1,245,672
Period Two Maximum Obligation:	933,597	312,075	1,245,672
Period Three Maximum Obligation:	933,597	312,075	1,245,672

16 Period Four means the period from July 1, 2020 through June 30, 2021
 17 Period Five means the period from July 1, 2021 through June 30, 2022

21 **GRAND TOTAL AGGREGATE**

MAXIMUM OBLIGATION:	\$2,800,791	\$936,225	\$3,737,016
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24 **Basis for Reimbursement:** Negotiated Rate

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Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: «DUNS_NUMBER»

CONTRACTOR TAX ID Number: «TAX_ID»

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: «LC_NAME» «LC_DBA»
«ADDRESS»
«CITYSTATEZIPCODE»
«CONTACT_PERSON»
«CONTACT_EMAIL»

#

I. ACRONYMS

The following standard definitions are for

Aggregate Maximum Obligation:

Residential Enhanced Residential Rehabilitation Services Rehabilitation Services Total:

	<u>Residential Rehabilitation Services</u>	<u>Enhanced Residential Rehabilitation Services</u>	<u>Total</u>
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6 of 36

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DO\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\Z9AJDWSY\ATTACHMENT
B- ASR 21-000090-REDLINE- RES REHAB MASTER AGREEMENT.PDF.DOCX «CONTRACT_CODE»-
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1	<u>Period One Maximum Obligation:</u>	<u>\$933,597</u>	<u>\$312,075</u>	<u>\$1,245,672</u>
2	<u>Period Two Maximum Obligation:</u>	<u>\$1,432,625</u>	<u>\$312,075</u>	<u>\$1,744,700</u>
3	<u>Period Three Maximum Obligation:</u>	<u>\$1,432,625</u>	<u>\$312,075</u>	<u>\$1,744,700</u>
4	<u>Period Four Maximum Obligation:</u>	<u>\$1,432,625</u>	<u>\$312,075</u>	<u>\$1,744,700</u>
5	<u>Period Five Maximum Obligation:</u>	<u>\$1,467,625</u>	<u>\$312,075</u>	<u>\$1,779,700</u>
6	<u>GRAND TOTAL AGGREGATE:</u>	<u>\$6,699,097</u>	<u>\$1,560,375</u>	<u>\$8,259,472”</u>

4. Contractor shall continue to reference purposes invoices with MA-042-18010346.

This Amendment No. 3 modifies the Contract, Amendment No. 1 and Amendment No. 2 only and may or may not apply as expressly set forth herein. Wherever there is a conflict in their entirety throughout the terms or conditions between this Agreement:

- ~~A. ARRA American Recovery and Reinvestment Act~~
- ~~B. AES Advanced Encryption Standard~~
- ~~C. ASRS Alcohol and Drug Programs Reporting System~~
- ~~D. BCP Business Continuity Plan~~
- ~~E. CCC California Civil Code~~
- ~~F. CCR California Code of Regulations~~
- ~~G. CD/DVD Compact Disc/Digital Video Amendment No. 3 and the Contract, Amendment No. 1 or Versatile Disc~~
- ~~H. CEO County Executive Office~~
- ~~I. CFR Code of Federal Regulations~~
- ~~J. CHHS California Health and Human Services Agency~~
- ~~K. CHPP COUNTY HIPAA Policies and Procedures~~
- ~~L. CHS Correctional Health Services~~
- ~~M. CIPA California Information Practices Act~~
- ~~N. CMPPA Computer Matching and Privacy Protection Act~~
- ~~O. COI Certificate of Insurance~~
- ~~P. D/MC Drug/Medi Cal~~
- ~~Q. DHCS Department of Health Care Services~~
- ~~R. DoD US Department of Defense~~
- ~~S. DPFS Drug Program Fiscal Systems~~
- ~~T. DRP Disaster Recovery Plan~~

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1	U. DRS	Designated Record Set
2	V. E Mail	Electronic Mail
3	W. EHR	Electronic Health Records
4	X. ePHI	Electronic Protected Health Information
5	Y. FIPS	Federal Information Processing Standards
6	Z. GAAP	Generally Accepted Accounting Principles
7	AA. HCA	Health Care Agency
8	AB. HHS	Health and Human Services
9	AC. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
10	AD. HSC	California Health and Safety Code
11	AE. ID	Identification
12	AF. IEA	Information Exchange Agreement
13	AG. ISO	Insurance Services Office
14	AH. MHP	Mental Health Plan
15	AI. NIST	National Institute of Standards and Technology
16	AJ. OCJS	Orange County Jail System
17	AK. OCPD	Orange County Probation Department
18	AL. OCR	Office for Civil Rights
19	AM. OCSD	Orange County Sheriff's Department
20	AN. OIG	Office of Inspector General
21	AO. OMB	Office of Management and Budget
22	AP. OPM	Federal Office of Personnel Management
23	AQ. PA DSS	Payment Application Data Security Standard
24	AR. PC	State of California Penal Code
25	AS. PCI DSS	Payment Card Industry Data Security Standard
26	AT. PHI	Protected Health Information
27	AU. PI	Personal Information
28	AV. PH	Personally Identifiable Information
29	AW. PRA	Public Record Act
30	AX. SIR	Self-Insured Retention
31	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005

8 of 36

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~~AZ. USC United States Code~~

~~BA. WIC State of California Welfare and Institutions Code~~

~~**II. ALTERATION OF TERMS**~~

~~A. This Agreement, together with Exhibits A, B, C, D, and E attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter Amendment No. 2, the terms and conditions of this Agreement.~~

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

~~**III. ASSIGNMENT OF DEBTS**~~

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

~~**IV. COMPLIANCE**~~

~~A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to Amendment No. 3 prevail. In all rules and regulations related to federal and state health care programs.~~

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

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

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1 elements include:

- 2 ~~a. Designation of a Compliance Officer and/or compliance staff.~~
 3 ~~b. Written standards, policies and/or procedures.~~
 4 ~~c. Compliance related training and/or education program and proof of completion.~~
 5 ~~d. Communication methods for reporting concerns to the Compliance Officer.~~
 6 ~~e. Methodology for conducting internal monitoring and auditing.~~
 7 ~~f. Methodology for detecting and correcting offenses.~~
 8 ~~g. Methodology/Procedure for enforcing disciplinary standards.~~

9 ~~3. If CONTRACTOR does not provide proof of its own Compliance program to~~
 10 ~~ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's~~
 11 ~~Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR~~
 12 ~~within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that~~
 13 ~~CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.~~

14 ~~4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any~~
 15 ~~Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall~~
 16 ~~submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to~~
 17 ~~ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.~~
 18 ~~ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable~~
 19 ~~time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed~~
 20 ~~compliance program and code of conduct contain all required elements to the ADMINISTRATOR's~~
 21 ~~satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.~~
 22 ~~ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and~~
 23 ~~CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's~~
 24 ~~required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's~~
 25 ~~determination and resubmit the same for review by the ADMINISTRATOR.~~

26 ~~5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the~~
 27 ~~CONTRACTOR's compliance program, code of conduct and any Compliance related policies and~~
 28 ~~procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals~~
 29 ~~relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,~~
 30 ~~related policies and procedures and contact information for the ADMINISTRATOR's Compliance~~
 31 ~~Program.~~

32 ~~B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or~~
 33 ~~retained to provide services related to this Agreement semi-annually to ensure that they are not designated~~

10 of 36

C:\USERS\THU

DO\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\Z9AJDWSY\ATTACHMENT
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1 ~~as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General~~
 2 ~~Services Administration's Excluded Parties List System or System for Award Management, the Health~~
 3 ~~and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California~~
 4 ~~Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the~~
 5 ~~ADMINISTRATOR.~~

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

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

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

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

23 ~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.~~
 24 ~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this~~
 25 ~~Agreement.~~

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

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

11 of 36

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

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

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

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

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

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

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

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

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

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

12 of 36

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 B- ASR 21-000090-REDLINE- RES REHAB MASTER AGREEMENT.PDF.DOCX «CONTRACT_CODE»-
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1 ~~1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered~~
2 ~~Individuals relative to this Agreement.~~

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

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

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

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

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

18 ~~**V. CONFIDENTIALITY**~~

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

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

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

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32 ~~3. In the event of a collaborative service agreement between Mental Health services providers,~~

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1 ~~CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,~~
 2 ~~from the collaborative agency, for clients receiving services through the collaborative agreement.~~

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

~~VI. COST REPORT~~

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

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

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

31 ~~— b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~

14 of 36

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1 ~~pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the~~
 2 ~~accurate and complete an individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.~~

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

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

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

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

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

15 of 36

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

~~#~~

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

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

~~_____
Signed _____

Name _____

Title _____

Date _____"~~

VII. DEBARMENT AND SUSPENSION CERTIFICATION

~~A. CONTRACTOR certifies that it and its principals:~~

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

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

~~3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,~~

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1 ~~or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.~~
2 ~~above.~~

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

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

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

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

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

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

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

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

29 ~~2. If CONTRACTOR is a for profit organization, any change in the business structure,~~
30 ~~including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of~~
31 ~~CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a~~

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1 ~~change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR~~
 2 ~~at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or~~
 3 ~~delegation in derogation of this subparagraph shall be void.~~

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

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

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

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

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

25 ~~2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY~~
 26 ~~pursuant to this Agreement.~~

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

18 of 36

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

~~X. EQUIPMENT~~

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

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

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

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

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1 ~~—E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical~~
2 ~~inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or~~
3 ~~all Equipment to COUNTY.~~

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

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

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

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17 **~~XI. FACILITIES, PAYMENTS AND SERVICES~~**

18 ~~—A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance~~
19 ~~with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.~~
20 ~~CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the~~
21 ~~minimum number and type of staff which meet applicable federal and state requirements, and which are~~
22 ~~necessary for the provision of the services hereunder.~~

23 ~~—B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies~~
24 ~~as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the~~
25 ~~appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation~~
26 ~~for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate~~
27 ~~to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,~~
28 ~~facilities or supplies.~~

29 **~~XII. INDEMNIFICATION AND INSURANCE~~**

30 ~~—A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,~~
31 ~~and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special~~
32 ~~districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board~~
33 ~~("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,~~

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1 including but not limited to personal injury or property damage, arising from or related to the services,
 2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
 6 a jury apportionment.

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

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

23 — D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 24 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 25 amount in excess of \$50,000 (\$5,000 for automobile liability) shall of the Contract, Amendment No. 1,
 26 and Amendment No. 2, not specifically be approved by the CEO/Office of Risk Management upon review
 27 of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
 28 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 29 Agreement, agrees to all of the following:

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

21 of 36

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

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

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

~~F. QUALIFIED INSURER~~

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

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

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

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

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~~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~~

~~H. REQUIRED COVERAGE FORMS~~

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

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

~~I. REQUIRED ENDORSEMENTS~~

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

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

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

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

~~#~~

~~a. An Additional Insured endorsement naming the County of Orange, its elected and~~

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1 ~~appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.~~

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

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

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

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

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

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

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

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

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

33 ~~———— R. SUBMISSION OF INSURANCE DOCUMENTS~~

24 of 36

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

- ~~a. Prior to the start date of this Agreement.~~
- ~~b. No later than the expiration date for each policy.~~
- ~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.~~

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

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

- ~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
- ~~b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
- ~~c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.~~

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

~~**XIII. INSPECTIONS AND AUDITS**~~

~~A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all~~

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1 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
2 premises in which they are provided.

3 ~~— B. CONTRACTOR shall actively participate and cooperate with any person specified in
4 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
5 Agreement, and shall provide the above mentioned persons adequate office space to conduct such
6 evaluation or monitoring.~~

7 ~~— C. AUDIT RESPONSE~~

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

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

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

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

28 XIV. LICENSES AND LAWS

29 ~~— A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
30 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
31 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,~~

32 26 of 36

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1 ~~regulations and requirements of the United States, the State of California, COUNTY, and all other~~
2 ~~applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and~~
3 ~~in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,~~
4 ~~permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be~~
5 ~~cause for termination of this Agreement.~~

6 ~~— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

- ~~1. ARRA of 2009.~~
- ~~2. WIC, Division 5, Community Mental Health Services.~~
- ~~3. WIC, Division 6, Admissions and Judicial Commitments.~~
- ~~4. WIC, Division 7, Mental Institutions.~~

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

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

28 of 36

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

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

7 **XVI. MAXIMUM OBLIGATION**

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

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

13 #
14 #

15 **XVII. MINIMUM WAGE LAWS**

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

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

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

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not

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

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

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

~~#
#~~

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

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

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

~~B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not~~

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

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

22 #

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

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

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

33 ~~b. Throughout the problem resolution and grievance process, client rights shall be~~

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1 ~~maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be~~
2 ~~informed of their right to access the Patients' Rights Office at any time.~~

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

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

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

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

20 **XIX. NOTICES**

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

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

26 ~~2. When faxed, transmission confirmed;~~

27 ~~3. When sent by Email; or~~

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

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

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1 ~~Parcel Service, or any 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 damage~~
5 ~~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 ~~— A. Upon becoming aware of the death of any person served pursuant to this Agreement,~~
10 ~~CONTRACTOR shall immediately notify ADMINISTRATOR.~~

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

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

19 ~~2. WRITTEN NOTIFICATION~~

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

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

27 ~~— C. If there are any questions regarding the cause of death of any person served pursuant to this~~
28 ~~Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related~~

29 ~~to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this~~
30 ~~Notification of Death Paragraph.~~

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~~XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

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

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

~~XXII. RECORDS MANAGEMENT AND MAINTENANCE~~

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

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

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

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

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

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

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

~~2. The enrollment, payment, claims adjudication, and case or medical management record~~

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1 systems maintained by or for a health plan; or

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

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

6 ~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or~~
7 ~~site visit.~~

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

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

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

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

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

21 ~~**XXIII. RESEARCH AND PUBLICATION**~~

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

25 ~~**XXIV. REVENUE**~~

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

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

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

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

11 ~~**XXV. SEVERABILITY**~~

12 ~~—— If a court of competent jurisdiction declares any provision of this Agreement or application~~
13 ~~thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any~~
14 ~~federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or~~
15 ~~the application thereof shall remain valid, and the remaining provisions of this Agreement shall~~
16 ~~changed by this Amendment No. 3 remain in full force and effect, and to that extent the provisions of this Agreement~~
17 ~~are severable.~~

18 ~~**XXVI. SPECIAL PROVISIONS**~~

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

- 21 ~~—— 1. Making cash payments to intended recipients of services through this Agreement.~~
- 22 ~~—— 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications~~
23 ~~and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use~~
24 ~~of appropriated funds to influence certain federal contracting and financial transactions).~~
- 25 ~~—— 3. Fundraising.~~
- 26 ~~—— 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
27 ~~CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.~~
- 28 ~~—— 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body~~
29 ~~for expenses or services.~~
- 30 ~~—— 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,~~
31 ~~subcontractors, and members of the Board of Directors or governing body, or its designee or authorized~~
32 ~~agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.~~

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

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~~8. Severance pay for separating employees.~~

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

~~10. Supplanting current funding for existing services.~~

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

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

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

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

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

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

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

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

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

XXVII. STATUS OF CONTRACTOR

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

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1 its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of
2 COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

3 XXVIII. TERM

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

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

13 XXIX. TERMINATION

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

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

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

- 22 — 1. The loss by CONTRACTOR of legal capacity.
- 23 — 2. Cessation of services.
- 24 — 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
25 another entity without the prior written consent of COUNTY.
- 26 — 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
27 required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required
pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services

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~~pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.~~

~~D. CONTINGENT FUNDING~~

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

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

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

~~#~~

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

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

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

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

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

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

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

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

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

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

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

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

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

15 ~~**XXX. THIRD PARTY BENEFICIARY**~~

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

19 ~~**XXXI. WAIVER OF DEFAULT OR BREACH**~~

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

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this ~~Agreement, in the Amendment No. 3.~~ If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: << >>, a California non-profit Corporation

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California-

~~«UC_NAME» «UC_DBA»~~

BY: _____ **DATED:** _____

TITLE: _____

BY: _____ **DATED:** _____

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TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any 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

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1 ~~by laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature~~
2 ~~alone is required by HCA.~~

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1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

11 I. IDENTIFICATION OF SERVICES

12 ~~CONTRACTOR agrees to provide the following Mental Health Rehabilitation Services, hereunder~~
13 ~~marked with an X, pursuant to the terms and conditions specified in the Agreement for the provision of~~
14 ~~such services by and between COUNTY and CONTRACTOR dated July 1, 2017 as hereinafter indicated.~~
15 ~~CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by~~
16 ~~CONTRACTOR.~~

16 Office of the County Counsel
17 Orange County, California

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>Deputy County</u>	<u>PERIOD</u>
18			<u>Counsel</u>	
19	<u>«MH_RRS1»</u>	<u>«MH_RRS2»</u>	<u>Title</u>	<u>«MH</u>
20	<u>Mental Health Residential Rehabilitation</u> <u>Services as specified in Exhibit B</u> <u>Print</u> <u>Name</u>			
21	<u>«MH_ERRS1»</u>	<u>«MH_ERRS2»</u>		<u>«MH</u>
22	<u>Mental Health Enhanced Residential</u> <u>Rehabilitation Services as specified in</u> <u>Exhibit C</u>			

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME»«UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
 11 **I. COMMON TERMS AND DEFINITIONS**

12 ~~A. 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.~~

13 ~~1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’s level of impairment and treatment goals and consistent with individualized, solution focused, evidenced-based practices.~~

14 ~~2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.~~

15 ~~3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.~~

16 ~~4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for State and Federal benefits.~~

17 ~~5. Best Practices means a term that is often used interchangeably with “evidence based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.~~

18 ~~a. EBP means Evidence Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it~~

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1 is recognized in scientific journals by one or more published articles; it has been documented and put into
2 manual forms; it produces specific outcomes when adhering to the fidelity of the model.

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

6 #

7 ~~_____ c. Emerging Practices means that the practice(s) seems like a logical approach to addressing
8 a specific behavior which is becoming distinct, recognizable among Client s and clinicians in practice, or
innovators in academia or policy makers; and at least one recognized expert, group of researchers or other
9 credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it
produces specific outcomes.~~

10 ~~_____ 6. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention
11 and case management services to those Clients who seek services in the COUNTY operated outpatient
programs.~~

12 ~~_____ 7. Case Management Linkage Brokerage means a process of identification, assessment of need,
13 planning, coordination and linking, monitoring and continuous evaluation of Clients and of available
resources and advocacy through a process of casework activities in order to achieve the best possible
14 resolution to individual needs in the most effective way possible. This includes supportive assistance to
15 the Client in the assessment, determination of need and securing of adequate and appropriate living
arrangements.~~

16 ~~_____ 8. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
17 adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
18 and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
19 program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups for individuals evaluated.~~

20 ~~_____ 9. Certified Reviewer means an individual that obtains certification by completing all
21 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
Verification Sheet.~~

22 ~~_____ 10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's program
23 for services under the Agreement, who experiences chronic mental illness.~~

24 ~~_____ 11. 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~~

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1 setting.

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

5 ~~13. Data Collection System means software designed for collection, tracking and reporting~~
 6 ~~outcomes data for Clients enrolled in the FSP Programs.~~

7 ~~a. 3 M's means the Quarterly Assessment Form that is completed for each Client every~~
 8 ~~three months in the approved data collection system.~~

9 ~~b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the~~
 10 ~~program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working~~
 11 ~~on strategies for gathering new data from the Clients' perspective which will improve understanding of~~
 12 ~~Clients' needs and desires towards furthering their Recovery. This individual will provide feedback to~~
 13 ~~the program and work collaboratively with the employment specialist, education specialist, benefits~~
 14 ~~specialist, and other staff in the program in strategizing improved outcomes in these areas. This position~~
 15 ~~will be responsible for attending all data and outcome related meetings and ensuring that program is being~~
 16 ~~proactive in all data collection requirements and changes at the local and state level.~~

17 ~~c. Data Certification means the process of reviewing State and COUNTY mandated~~
 18 ~~outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data~~
 19 ~~is accurate.~~

20 ~~d. KET means Key Event Tracking and refers to the tracking of a Client's movement or~~
 21 ~~changes in the approved data collection system. A KET must be completed and entered accurately each~~
 22 ~~time the CONTRACTOR is reporting a change from previous Client status in certain categories. These~~
 23 ~~categories include: residential status, employment status, education and benefits establishment.~~

24 ~~e. PAF means Partnership Assessment Form and refers to the baseline assessment for each~~
 25 ~~Client that must be completed and entered into data collection system within thirty (30) days of the~~
 26 ~~Partnership date.~~

27 ~~14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the~~
 28 ~~Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most~~
 29 ~~current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be~~
 30 ~~recorded on all IRIS documents, as appropriate.~~

31 ~~15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends~~
 32 ~~providing Client services. DSH credit is obtained for providing mental health, case management,~~
 33 ~~medication support and a crisis intervention service to any Client open in IRIS which includes both billable~~
 34 ~~and non-billable services.~~

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1 ~~and non-billable services.~~

2 ~~16. Engagement means the process by which a trusting relationship between worker and Client(s)~~
 3 ~~is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s)~~
 4 ~~is the objective of a successful Outreach.~~

5 ~~17. Face to Face means an encounter between Client and provider where they are both physically~~
 6 ~~present.~~

7 ~~18. FSP~~

8 ~~a. FSP means Full Service Partnership and refers to a type of program described by the~~
 9 ~~State in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients being~~
 10 ~~a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based~~
 11 ~~and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary~~
 12 ~~teams will be established including the Client, Psychiatrist, and case manager. Whenever possible, these~~
 13 ~~multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social~~
 14 ~~worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of fifteen~~
 15 ~~to twenty (15-20) to one (1), ensuring relationship building and intense service delivery. Services will~~
 16 ~~include, but not be limited to, the following:~~

17 ~~1) Crisis management;~~

18 ~~2) Housing Services;~~

19 ~~3) Twenty-four (24) hours per day, seven (7) days per week intensive case~~
 20 ~~management;~~

21 ~~4) Community based Wraparound Recovery Services;~~

22 ~~5) Vocational and Educational services;~~

23 ~~6) Job Coaching/Developing;~~

24 ~~7) Client employment;~~

25 ~~8) Money management/Representative Payee support;~~

26 ~~9) Flexible Fund account for immediate needs;~~

27 ~~10) Transportation;~~

~~11) Illness education and self management;~~

~~12) Medication Support;~~

~~13) Co-occurring Services;~~

~~14) Linkage to financial benefits/entitlements;~~

~~15) Family and Peer Support; and~~

~~16) Supportive socialization and meaningful community roles.~~

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~~_____ b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC's will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the Client's team to individuals with a co-occurring disorder.~~

~~_____ c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the Client's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.~~

~~_____ 19. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Clients with applications to low income housing, housing subsidies, senior housing, etc.~~

~~_____ 20. Individual Services and Support Funds — Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client's mental health treatment activities.~~

~~_____ 21. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.~~

~~_____ 22. 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.~~

~~_____ 23. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within the COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.~~

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1 ~~24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing~~
2 ~~employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires,~~
3 ~~and goals. This position will also integrate knowledge about career development and job preparation to~~
4 ~~ensure successful job retention and satisfaction of both employer and employee.~~

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

8 ~~26. Member Advisory Board means a member driven board which shall direct the activities,~~
9 ~~provide recommendations for ongoing program development, and create the rules of conduct for the~~
10 ~~program.~~

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

14 ~~a. Assessment means a service activity, which may include a clinical analysis of the history~~
15 ~~and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and~~
16 ~~history, Diagnosis and the use of testing procedures.~~

17 ~~b. Collateral means a significant support person in a beneficiary’s life and is used to define~~
18 ~~services provided to them with the intent of improving or maintaining the mental health status of the~~
19 ~~Client. The beneficiary may or may not be present for this service activity.~~

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

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

26 ~~e. Medication Support Services means those services provided by a licensed physician,~~
27 ~~registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing~~
28 ~~and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the~~
29 ~~symptoms of mental illness. These services also include evaluation and documentation of the clinical~~
30 ~~justification and effectiveness for use of the medication, dosage, side effects, compliance and response to~~
31 ~~medication, as well as obtaining informed consent, providing medication education and plan development~~
32 ~~related to the delivery of the service and/or assessment of the beneficiary.~~

33 ~~f. Rehabilitation Service means an activity which includes assistance in improving,~~

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1 ~~maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and~~
 2 ~~leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or~~
 3 ~~medication education.~~

4 ~~g. Targeted Case Management means services that assist a beneficiary to access needed~~
 5 ~~medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The~~
 6 ~~service activities may include, but are not limited to, communication, coordination and referral;~~
 7 ~~monitoring service delivery to ensure beneficiary access to service and the service delivery system;~~
 8 ~~monitoring of the beneficiary's progress; and plan development.~~

9 ~~h. Therapy means a service activity which is a therapeutic intervention that focuses~~
 10 ~~primarily on symptom reduction as a means to improve functional impairments. Therapy may be~~
 11 ~~delivered to an individual or group of beneficiaries which may include family therapy in which the~~
 12 ~~beneficiary is present.~~

13 ~~28. Mental Health Worker means an individual that assists in planning, developing and~~
 14 ~~evaluating mental health services for Clients; provides liaison between Clients and service providers; and~~
 15 ~~has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social~~
 16 ~~work, or has two years of experience providing client related services to Clients experiencing mental~~
 17 ~~health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,~~
 18 ~~counseling, or social work may be substituted for up to one year of the experience requirement.~~

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

21 ~~30. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's~~
 22 ~~Degree and four years of experience in a mental health setting and who performs individual and group~~
 23 ~~case management studies.~~

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

26 ~~32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY~~
 27 ~~will be using for the Adult mental health programs in COUNTY. The scale will provide the means of~~
 28 ~~assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based~~
 29 ~~tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the~~
 30 ~~level of service needed by participating members. The scale will be used to create a map of the system~~
 31 ~~by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for~~
 32 ~~different programs across the continuum of programs and services offered by COUNTY.~~

33 ~~33. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the~~
 34 ~~beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded~~
 35 ~~the requirement for an NOA-A to all individuals requesting an assessment for services and found not to~~
 36 ~~meet the Medical Necessity criteria for specialty Mental Health Services.~~

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1 ~~_____ 34. NPI means National Provider Identifier and refers to the standard unique health identifier~~
 2 ~~that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered~~
 3 ~~healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in~~
 4 ~~HIPAA standard transactions. The NPI is assigned for life.~~

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

8 ~~_____ 36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health~~
 9 ~~Services and may include activities that involve educating the community about the services offered and~~
 10 ~~requirements for participation in the programs. Such activities should result in the CONTRACTOR~~
 11 ~~developing their own Client referral sources for the programs they offer.~~

12 ~~_____ 37. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~
 13 ~~similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting~~
 14 ~~paid for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by~~
 15 ~~his/her own experience.~~

16 ~~_____ 38. Pharmacy Benefits Manager means the organization that manages the medication benefits~~
 17 ~~that are given to Clients that qualify for medication benefits.~~

18 ~~_____ 39. PHI means individually identifiable health information usually transmitted by electronic~~
 19 ~~media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~
 20 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~
 21 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~
 22 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

23 ~~_____ 40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in~~
 24 ~~Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~
 25 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and~~
 26 ~~Institutions Code section 575.2. The waiver may not exceed five (5) years.~~

27 ~~_____ 41. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 28 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern~~
 29 ~~acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.~~

30 ~~_____ 42. Program Director means an individual who has complete responsibility for the day to day~~
 31 ~~function of the program. The Program Director is the highest level of decision making at a local, program~~
 32 ~~level.~~

33 ~~_____ 43. Promotora de Salud Model means a model where trained individuals, Promotores, work~~
 34 ~~towards improving the health of their communities by linking their neighbors to health care and social~~
 35 ~~services, educating their peers about mental illness, disease and injury prevention.~~

36 ~~_____ 44. Promotores means individuals who are members of the community who function as natural~~
 37 ~~helpers to address some of their communities' unmet mental health, health and human service needs.~~

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1 They are individuals who represent the ethnic, socio-economic and educational traits of the population
 2 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
 3 community's needs.

4 ~~45. PSC means Personal Services Coordinator and refers to an individual who will be part of a
 5 multi-disciplinary team that will provide community based Mental Health Services to adults that are
 6 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
 7 principles. The PSC is responsible for clinical care and case management of assigned Client and families
 8 in a community, home, or program setting. This includes assisting Clients with mental health, housing,
 9 vocational and educational needs. The position is also responsible for administrative and clinical
 10 documentation as well as participating in trainings and team meetings. The PSC shall be active in
 11 supporting and implementing the program's philosophy and its individualized, strength-based,
 12 culturally/linguistically competent and Client-centered approach.~~

13 ~~46. Psychiatrist means an individual who meets the minimum professional and licensure
 14 requirements set forth in Title 9, CCR, Section 623.~~

15 ~~47. Psychologist means an individual who meets the minimum professional and licensure
 16 requirements set forth in Title 9, CCR, Section 624.~~

17 ~~48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
 18 to review one percent (1%) of all "high risk" Medi-Cal Clients to monitor and evaluate the quality and
 19 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 20 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
 21 clinical care of the cases.~~

22 ~~49. Recovery means a process of change through which individuals improve their health and
 23 wellness, live a self directed life, and strive to reach their full potential, and identifies four major
 24 dimensions to support Recovery in life:~~

25 #

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

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

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

32 ~~d. Community: Relationships and social networks that provide support, friendship, love,
 33 and hope.~~

34 ~~50. Referral means providing the effective linkage of a Client to another service, when indicated;
 35 with follow-up to be provided within five (5) working days to assure that the Client has made contact with~~

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1 the referred service.

2 ~~51. Supportive Housing PSC means a person who provides services in a supportive housing~~
3 ~~structure. This person will coordinate activities which will include, but not be limited to: independent~~
4 ~~living skills, social activities, supporting communal living, assisting residents with conflict resolution,~~
5 ~~advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will~~
6 ~~consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in~~
7 ~~supporting and implementing a full service partnership philosophy and its individualized, strengths-based,~~
8 ~~culturally appropriate, and Client-centered approach.~~

9 ~~52. Supervisory Review means ongoing clinical case reviews in accordance with procedures~~
10 ~~developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to~~
11 ~~monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory~~
12 ~~review is conducted by the program/clinic director or designee.~~

13 ~~53. Token means the security device which allows an individual user to access the COUNTY's~~
14 ~~computer-based IRIS.~~

15 ~~54. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method~~
16 ~~used for determining the annual Client liability for Mental Health Services received from the COUNTY~~
17 ~~mental health system and is set by the State of California.~~

18 ~~55. Vocational/Educational Specialist means a person who provides services that range from pre-~~
19 ~~vocational groups, trainings and supports to obtain employment out in the community based on the~~
20 ~~Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on~~
21 ~~one" vocational counseling and support to Clients to ensure that their needs and goals are being met. The~~
22 ~~overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the~~
23 ~~knowledge and resources to achieve the highest level of vocational functioning possible.~~

24 ~~56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for~~
25 ~~monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and~~
26 ~~quality of life.~~

27 #

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

II. PAYMENTS

~~A. BASIS FOR REIMBURSEMENT—As compensation to CONTRACTOR for services provided~~
~~pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$15.00~~

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1 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to
2 CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services are
3 reimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the
4 Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum
5 Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement. Beds
6 unoccupied for more than one week will be reimbursed at the rate of \$7.50. CONTRACTOR may request
in writing to waive this rate if circumstances arise out of the CONTRACTOR'S control, such as lack of
appropriate referrals. ADMINISTRATOR may waive said rate with reasonable justification.

7 — B. In the event that reimbursement for prior month bed days is deemed unreimbursable in accordance
8 with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the Agreement, CONTRACTOR
9 shall, upon written notification by ADMINISTRATOR, submit a reimbursement check to COUNTY
10 within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future monthly invoices
should CONTRACTOR not submit the requested reimbursement check.

11 — C. All revenue received on behalf of persons receiving services under the Agreement shall be used
by CONTRACTOR for the provision of additional services for Clients serviced under the Agreement.

12 — D. INVOICES CONTRACTOR's invoice shall be made on a properly completed form approved
13 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is
14 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices
15 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) days after receipt of the correctly completed invoice.

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

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

19 — G. Catalog of Federal Domestic Assistance (CFDA) Information

20 — 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA numbers and
21 associated information for federal funds paid through the Agreement are specified below:

22 #
#

CFDA No.: 93.958
Program Title: SAMHSA Signature Date
Federal Agency: Department of HHS
Award Name: Substance Abuse and Mental Health Services

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~~2. CONTRACTOR may be required to have an audit conducted in accordance with the OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.~~

~~3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.~~

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

~~**III. REPORTS**~~

~~A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days and number of vacant bed days. Report shall be in a form acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the month in which services were rendered.~~

~~B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.~~

~~C. CONTRACTOR shall cooperate in data collection for performance outcome measures or other data deemed necessary by the Administrator.~~

~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit B to the Agreement.~~

~~**IV. SERVICES**~~

~~**A. FACILITY REQUIRMENTS**~~

~~1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER_OF_BEDS_B» beds dedicated only for the care of those Clients referred by COUNTY. Such beds shall be located at the following address(es), or any other licensed Community Care facility(ies) approved in writing by ADMINISTRATOR.~~

~~«TREATMENT_ADDR_B1»~~

~~«TREATMENT_CSZ_B1»~~

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1 ~~2. CONTRACTOR's facility shall include the following:~~
 2 ~~a. Private or semi-private bedrooms for each Client;~~
 3 ~~b. Kitchen area including refrigerator, stove, and sink;~~
 4 ~~c. Dining area; and~~
 5 ~~d. Central living area or group room with an appropriate capacity for group meetings,~~
 6 ~~activities or visitors.~~

7 ~~3. CONTRACTOR's facility should be located where it is readily accessible by public~~
 8 ~~transportation.~~

9 ~~B. LENGTH OF STAY~~

10 ~~1. Client length of stay at a residential rehabilitation facility shall not exceed eighteen (18)~~
 11 ~~months without prior authorization from ADMINISTRATOR. CONTRACTOR shall complete~~
 12 ~~individual evaluations for each Client placed at their facility to determine the appropriate length of stay~~
 13 ~~in the program. Authorization for an ongoing stay and exceptions to the agreed-upon length of stay must~~
 14 ~~have prior approval from ADMINISTRATOR. Upon Admission, Clients shall be required to sign an~~
 15 ~~agreement acknowledging their understanding that the length of stay in the program is limited to eighteen~~
 16 ~~(18) months, unless otherwise approved by ADMINISTRATOR.~~

17 ~~2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Client~~
 18 ~~no longer meets eligibility criteria and should be discharged from the program, then written notice shall~~
 19 ~~be provided to CONTRACTOR from ADMINISTRATOR indicating that the Client no longer meets~~
 20 ~~eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to~~
 21 ~~displace the Client, but COUNTY shall not reimburse CONTRACTOR for a Client that no longer meets~~
 22 ~~eligibility criteria. All requests to extend a Client's length of stay shall be submitted to~~
 23 ~~ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final~~
 24 ~~discretion based on the information provided to determine Clients' continued placement.~~

25 ~~3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all~~
 26 ~~Admissions shall result from referrals from COUNTY. The discharge policy shall include eligibility for~~
 27 ~~the Client's continued participation in the program which shall be evaluated by CONTRACTOR and the~~
 28 ~~assigned Care Coordinator. Each Client's discharge plan will detail the Client's anticipated length of stay~~
 29 ~~in the facility and any modifications to a Client's continued stay in the facility will require authorization~~
 30 ~~from COUNTY.~~

31 ~~4. CONTRACTOR shall begin discharge planning upon Client Admission to the program.~~

32 ~~5. CONTRACTOR and COUNTY shall communicate and coordinate any action which impacts~~
 33 ~~a Client's continued eligibility for program services and which might otherwise result in discharge from~~

1 the program:

2 ~~6. In the event a Client becomes hospitalized, for either psychiatric or physical reasons, or~~
 3 ~~becomes Absent Without Leave (AWOL), and it is believed that the Client will return to the program within~~
 4 ~~seven (7) calendar days and continue to benefit from services, then CONTRACTOR shall hold that bed~~
 5 ~~for the Client and continue to be paid the bed day rate identified in the Payments Paragraph of this Exhibit~~
 6 ~~to the Agreement. The determination for a bed hold shall be on an individual basis and in collaboration~~
 7 ~~with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar days shall require written~~
 8 ~~approval, in advance, by ADMINISTRATOR.~~

9 ~~C. SERVICES~~

10 ~~1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per week~~
 11 ~~with an emphasis on Client centered rehabilitative Mental Health Services. ADMINISTRATOR will~~
 12 ~~develop the Treatment Plan which include goals identified by the Clients and the steps the Clients need to~~
 13 ~~take in order to reach those goals. CONTRACTOR shall assist Clients to move along the housing~~
 14 ~~continuum. Client length of stay should not exceed eighteen (18) months. CONTRACTOR's services~~
 15 ~~shall include, but not be limited to, the following:~~

16 ~~a. All basic services required of a Community Care facility licensed by the State~~
 17 ~~Department of Social Services as set forth in Title 22 of the CCR, including twenty four (24) hour~~
 18 ~~supervision of Clients, as applicable.~~

19 ~~b. Behavior management services and social skills training to improve Clients'~~
 20 ~~interpersonal relationships.~~

21 ~~c. Independent living skills training daily to facilitate the Clients' transition to a more~~
 22 ~~independent living arrangement including, but not limited to, training in use of public transportation,~~
 23 ~~grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing~~
 24 ~~money, use of community resources and management of leisure time.~~

25 ~~d. Vocational and pre vocational activities that will help Clients develop self confidence~~
 26 ~~and work related skills in order to increase Clients' chances of obtaining paid employment. Vocational~~
 27 ~~activities may include kitchen help, gardening, facility maintenance, temporary employment, participation~~
 28 ~~in an employment skills training program, volunteer work, and full or part time employment.~~

29 ~~e. A daily physical activity or exercise program designed to enhance the physical~~
 30 ~~well being of Clients.~~

31 ~~f. Enhance Clients' use of community resources by providing both individual and small~~
 32 ~~group recreational outings at a minimum of once per week.~~

33 ~~g. Establishing positive working relationships with Clients, their families, friends, and Care~~
 34 ~~Coordinators to plan and implement Client driven goals.~~

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~~h. Transportation of Clients to essential appointments.~~

~~i. Assisting and teaching ADL activities to Clients that may include, but not be limited to, eating appropriately, bathing, changing clothing, and wearing clothing appropriate to the weather, so they may employ these activities independently without assistance.~~

~~2. CONTRACTOR shall provide Medication Support Services which shall include, but not be limited to, the following:~~

~~a. Encouraging Clients to take their medication, including assisting them in understanding directions for their use, dosages, recognizing the side effects, and discussing medication issues with their prescribing physician.~~

~~b. Determining the specific signs of decompensation for each of the Clients and implementing appropriate corrective action, including assisting Clients to recognize their own negative signs and symptoms and the proper steps to take.~~

~~c. Monitoring and encouraging Client medication compliance and working cooperatively and effectively with the Clients' prescribing physician.~~

~~d. Providing staff training in effects and side effects of psychotropic medications, psychiatric diagnoses, and responding to psychiatric emergencies.~~

~~3. CONTRACTOR shall teach each Client the skills to manage psychiatric behaviors that interfere with their ability to remain in the community. CONTRACTOR shall document Client progress in the facility's treatment plan and provide special recognition for Clients functioning at advanced levels. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted behaviors and shall provide tobacco cessation programs as available through COUNTY or other sources.~~

~~4. CONTRACTOR shall, within three (3) days of a request by COUNTY, submit to Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR agrees to fulfill all requirements of Community Care Licensing for approval of such plans. CONTRACTOR shall be required to provide up to twenty percent (20%) of its total bed capacity for Clients with such Restricted Medical Conditions.~~

~~5. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains to the following:~~

~~a. Maintaining Client records, including documentation of Tuberculosis clearance.~~

~~b. Providing secure storage of Clients' valuables, including medications:~~

~~1) Medication shall be kept in a safe and locked place that is not accessible to persons other than employees responsible for the supervision of centrally stored medications.~~

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~~2) Each Client's medication shall be stored in its originally received container. No medications shall be transferred between containers.~~

~~c. Maintaining a record of daily occupancy.~~

~~d. Protecting Clients' rights to privacy and confidentiality.~~

~~e. Providing basic life support and other services, including nutritional foods and support services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for emergency and non-emergency medical services.~~

~~6. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules, Client rights, and policies regarding Client fees.~~

~~#~~

~~7. CONTRACTOR shall assist the Clients in establishing and maintaining a Client oriented facility council in accordance with CCR, Title 22, Division 6. The Client run council provides opportunity for Client input into the operations of the facility including, but not limited to, activities, house rules, and resolution of disputes/disagreements.~~

~~D. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

~~E. PERFORMANCE OUTCOMES CONTRACTOR will enable Clients to adaptively function at a higher and more appropriate level of independence.~~

~~1. Eighty percent (80%) of Clients residing in residential rehabilitation supportive housing will remain out of psychiatric hospitals or long term care facilities for a minimum of six (6) months.~~

~~2. Sixty percent (60%) of discharging Clients will be discharged to a lower level of care.~~

~~3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include the following information: number of Clients placed, date of placement for each Client, number of hospitalizations for each Client, the number of discharges to a lower or a higher level of care for each Client, and length of stay in the program for each Client.~~

~~F. POSTINGS CONTRACTOR shall post the following in a prominent place within the facility:~~

~~1. State Licensure and Certification;~~

~~2. Business License;~~

~~3. Conditional Use Permit (if applicable);~~

~~4. Fire clearance;~~

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- ~~5. Client rights;~~
- ~~6. Grievance procedure;~~
- ~~7. Employee Code of Conduct;~~
- ~~8. Evacuation floor plan;~~
- ~~9. Equal Employment Opportunity notices;~~
- ~~10. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service;~~
- ~~11. List of resources within community which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for State, Federal or county entitlement programs; and~~
- ~~12. Information on self-help meetings. AA, NA, and non-12-step meetings shall be included.~~
- ~~G. NON-SMOKING POLICY—CONTRACTOR shall establish a written non-smoking policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy # shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting areas at the facility.~~
- ~~H. GOOD NEIGHBOR POLICY—CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents and complaint procedures.~~
- ~~I. TRANSGENDER POLICY—CONTRACTOR shall establish a written Transgender Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, the following:~~
 - ~~1. Admission;~~
 - ~~2. Housing arrangement;~~
 - ~~3. Bathroom privacy; and~~
 - ~~4. Who conducts the observed drug testing.~~
- ~~J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit B to the Agreement~~

~~**V. STAFFING**~~

~~CONTRACTOR shall provide staffing patterns and policies that accommodate the following requirements:~~

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1 ~~— A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.C.~~
2 ~~of this Exhibit B to the Agreement, including staffing requirements for supportive services provided~~
3 ~~directly by the program.~~

4 ~~— B. If applicable, provisions for twenty four (24) hour on-site management of the facility, including~~
5 ~~night supervision in accordance with the CCR, Title 22, Division 6.~~

6 ~~— C. A written Code of Conduct for employees, volunteers, interns and Board of Directors which shall~~
7 ~~include, but not be limited to, standards related to the use of drugs and/or alcohol; staff Client~~
8 ~~relationships; prohibition of sexual conduct with Clients; and conflict of interest. A copy of the Code of~~
9 ~~Conduct shall be provided to each Client upon Admission and shall be posted in writing in a prominent~~
10 ~~place in the treatment facility.~~

11 ~~— D. Documentation of employment qualifications and job descriptions which include duties and~~
12 ~~responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff~~
13 ~~position.~~

14 ~~— E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of~~
15 ~~increasing familiarity with COUNTY guidelines and providing more effective services. CONTRACTOR~~
16 ~~shall ensure that on an annual basis, all program staff including administrator, volunteers and interns~~
17 ~~having direct contact with Clients shall complete:~~

- 18 ~~1. County Annual Provider Training~~
- 19 ~~2. County Annual Compliance Training~~
- 20 ~~3. Minimum one hour training in cultural competence~~

21 ~~— F. A written policy for the use of volunteers and part time student interns which may augment paid~~
22 ~~staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health~~
23 ~~care or mental health discipline or a related field.~~

24 ~~— G. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the persons~~
25 ~~who provide services under the Agreement. This list shall state the name, title, professional degree, license~~
26 ~~number (if applicable) and job description.~~

27 ~~— H. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally~~
28 ~~and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain~~
29 ~~documentation of such efforts which may include, but not be limited to records of participation in~~
30 ~~COUNTY sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in~~
31 ~~multiple languages and formats, as appropriate; and descriptions of measures taken to enhance~~
32 ~~accessibility for, and sensitivity to, persons who are physically challenged.~~

33 ~~— I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing~~

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1 ~~Paragraph of this Exhibit B to the Agreement.~~

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EXHIBIT C

TO AGREEMENT FOR PROVISION OF
MENTAL HEALTH RESIDENTIAL REHABILITATION AND
MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

A. 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. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’s level of impairment and treatment goals and consistent with individualized, solution focused, evidenced-based practices.

2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for State and Federal benefits.

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

a. EBP means Evidence Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following

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1 ~~criteria: it has been replicated in more than one geographic or practice setting with consistent results; it~~
2 ~~is recognized in scientific journals by one or more published articles; it has been documented and put into~~
3 ~~manual forms; it produces specific outcomes when adhering to the fidelity of the model.~~

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

8 #

9 ~~————— c. Emerging Practices means that the practice(s) seems like a logical approach to addressing~~
10 ~~a specific behavior which is becoming distinct, recognizable among Clients and clinicians in practice, or~~
11 ~~innovators in academia or policy makers; and at least one recognized expert, group of researchers or other~~
12 ~~credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it~~
13 ~~produces specific outcomes.~~

14 ~~———— 6. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention~~
15 ~~and case management services to those Clients who seek services in the COUNTY operated outpatient~~
16 ~~programs.~~

17 ~~———— 7. Case Management Linkage Brokerage means a process of identification, assessment of need,~~
18 ~~planning, coordination and linking, monitoring and continuous evaluation of Clients and of available~~
19 ~~resources and advocacy through a process of casework activities in order to achieve the best possible~~
20 ~~resolution to individual needs in the most effective way possible. This includes supportive assistance to~~
21 ~~the Client in the assessment, determination of need and securing of adequate and appropriate living~~
22 ~~arrangements.~~

23 ~~———— 8. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any~~
24 ~~adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,~~
25 ~~and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary~~
26 ~~program that conducts risk assessments, initiates involuntary hospitalizations, and provides case~~
27 ~~management, linkage, follow ups for individuals evaluated.~~

28 ~~———— 9. Certified Reviewer means an individual that obtains certification by completing all~~
29 ~~requirements set forth in the Quality Improvement and Program Compliance Reviewer Training~~
30 ~~Verification Sheet.~~

31 ~~———— 10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's program~~
32 ~~for services under the Agreement, who experiences chronic mental illness.~~

33 ~~———— 11. Clinical Director means an individual who meets the minimum requirements set forth in Title~~

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1 ~~9, CCR, and has at least two (2) years of full-time professional experience working in a mental health~~
2 ~~setting.~~

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

6 ~~13. Data Collection System means software designed for collection, tracking and reporting~~
7 ~~outcomes data for Clients enrolled in the FSP Programs.~~

8 ~~a. 3 M's means the Quarterly Assessment Form that is completed for each Client every~~
9 ~~three months in the approved data collection system.~~

10 ~~b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the~~
11 ~~program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working~~
12 ~~on strategies for gathering new data from the Clients' perspective which will improve understanding of~~
13 ~~Clients' needs and desires towards furthering their Recovery. This individual will provide feedback to~~
14 ~~the program and work collaboratively with the employment specialist, education specialist, benefits~~
15 ~~specialist, and other staff in the program in strategizing improved outcomes in these areas. This position~~
16 ~~will be responsible for attending all data and outcome related meetings and ensuring that program is being~~
17 ~~proactive in all data collection requirements and changes at the local and state level.~~

18 ~~c. Data Certification means the process of reviewing State and COUNTY mandated~~
19 ~~outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data~~
20 ~~is accurate.~~

21 ~~d. KET means Key Event Tracking and refers to the tracking of a Client's movement or~~
22 ~~changes in the approved data collection system. A KET must be completed and entered accurately each~~
23 ~~time the CONTRACTOR is reporting a change from previous Client status in certain categories. These~~
24 ~~categories include: residential status, employment status, education and benefits establishment.~~

25 ~~e. PAF means Partnership Assessment Form and refers to the baseline assessment for~~
26 ~~each Client that must be completed and entered into data collection system within thirty (30) days of the~~
27 ~~Partnership date.~~

28 ~~14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the~~
29 ~~Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most~~
30 ~~current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be~~
31 ~~recorded on all IRIS documents, as appropriate.~~

32 ~~15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends~~
33 ~~providing Client services. DSH credit is obtained for providing mental health, case management,~~
34 ~~medication support and a crisis intervention service to any Client open in IRIS which includes both billable~~
35 ~~and non-billable services.~~

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1 ~~16. Engagement means the process by which a trusting relationship between worker and~~
2 ~~Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of~~
3 ~~Client(s) is the objective of a successful Outreach.~~

4 ~~17. Face-to-Face means an encounter between Client and provider where they are both~~
5 ~~physically present.~~

6 ~~18. FSP~~

7 ~~a. FSP means Full Service Partnership and refers to a type of program described by the~~
8 ~~State in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients being~~
9 ~~a full partner in the development and implementation of their treatment plan. A FSP is an evidence-~~
10 ~~based and strength-based model, with the focus on the individual rather than the disease. Multi-~~
11 ~~disciplinary teams will be established including the Client, Psychiatrist, and case manager. Whenever~~
12 ~~possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist,~~
13 ~~clinical social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the~~
14 ~~range of fifteen to twenty (15—20) to one (1), ensuring relationship building and intense service delivery.~~
15 ~~Services will include, but not be limited to, the following:~~

- 16 ~~1) Crisis management;~~
- 17 ~~2) Housing Services;~~
- 18 ~~3) Twenty four (24) hours per day, seven (7) days per week intensive case~~
19 ~~management;~~
- 20 ~~4) Community-based Wraparound Recovery Services;~~
- 21 ~~5) Vocational and Educational services;~~
- 22 ~~6) Job Coaching/Developing;~~
- 23 ~~7) Client employment;~~
- 24 ~~8) Money management/Representative Payee support;~~
- 25 ~~9) Flexible Fund account for immediate needs;~~
- 26 ~~10) Transportation;~~
- 27 ~~11) Illness education and self-management;~~
- ~~12) Medication Support;~~
- ~~13) Co-occurring Services;~~
- ~~14) Linkage to financial benefits/entitlements;~~

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1 ~~_____ 15) Family and Peer Support; and~~

2 ~~_____ 16) Supportive socialization and meaningful community roles.~~

3 ~~_____ b. Client services are focused on Recovery and harm reduction to encourage the highest~~
4 ~~level of Client empowerment and independence achievable. PSC's will meet with the Client in their~~
5 ~~current community setting and will develop a supportive relationship with the individual served.~~
6 ~~Substance abuse treatment will be integrated into services and provided by the Client's team to~~
7 ~~individuals with a co-occurring disorder.~~

8 ~~_____ c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including~~
9 ~~those who are dually diagnosed, in a partnership to achieve the individual's wellness and Recovery goals.~~
10 ~~Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs~~
11 ~~is to assist the Client's progress through pre-determined quality of life outcome domains (housing,~~
12 ~~decreased jail, decreased hospitalization, increased education involvement, increased employment~~
13 ~~opportunities and retention, linkage to medical providers, etc.) and become more independent and self-~~
14 ~~sufficient as Clients move through the continuum of Recovery and evidence by progressing to lower level~~
15 ~~of care or out of the "intensive case management need" category.~~

16 ~~_____ 19. Housing Specialist means a specialized position dedicated to developing the full array of~~
17 ~~housing options for their program and monitoring their suitability for the population served in accordance~~
18 ~~with the minimal housing standards policy set by the COUNTY for their program. This individual is also~~
19 ~~responsible for assisting Clients with applications to low income housing, housing subsidies, senior~~
20 ~~housing, etc.~~

21 ~~_____ 20. Individual Services and Support Funds – Flexible Funds means funds intended for use to~~
22 ~~provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment~~
23 ~~of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing,~~
24 ~~Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and~~
25 ~~appropriate to support Client's mental health treatment activities.~~

26 ~~_____ 21. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes~~
27 ~~an evaluation to determine if the Client meets program criteria and is willing to seek services.~~

28 ~~_____ 22. Intern means an individual enrolled in an accredited graduate program accumulating~~
29 ~~clinically supervised work experience hours as part of field work, internship, or practicum requirements.~~
30 ~~Acceptable graduate programs include all programs that assist the student in meeting the educational~~
31 ~~requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.~~

32 ~~_____ 23. IRIS means Integrated Records Information System and refers to a collection of applications~~
33 ~~and databases that serve the needs of programs within the COUNTY and includes functionality such as~~
34 ~~registration and scheduling, laboratory information system, billing and reporting capabilities, compliance~~
35 ~~with regulatory requirements, electronic medical records and other relevant applications.~~

36 ~~_____ 24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing~~
37 ~~employment opportunities for the Clients and matching the job to the Client's strengths, abilities, desires,~~

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1 and goals. This position will also integrate knowledge about career development and job preparation to
2 ensure successful job retention and satisfaction of both employer and employee.

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

6 ~~_____ 26. Member Advisory Board means a member-driven board which shall direct the activities,
7 provide recommendations for ongoing program development, and create the rules of conduct for the
8 program.~~

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

12 ~~_____ a. Assessment means a service activity, which may include a clinical analysis of the history
13 and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues
14 and history, Diagnosis and the use of testing procedures.~~

15 ~~_____ b. Collateral means a significant support person in a beneficiary's life and is used to define
16 services provided to them with the intent of improving or maintaining the mental health status of the
17 Client. The beneficiary may or may not be present for this service activity.~~

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

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

24 ~~_____ e. Medication Support Services means those services provided by a licensed physician,
25 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
26 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
27 symptoms of mental illness. These services also include evaluation and documentation of the clinical
justification and effectiveness for use of the medication, dosage, side effects, compliance and response to
medication, as well as obtaining informed consent, providing medication education and plan development
related to the delivery of the service and/or assessment of the beneficiary.~~

~~_____ f. Rehabilitation Service means an activity which includes assistance in improving,
maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and
leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
medication education.~~

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1 ~~g. Targeted Case Management means services that assist a beneficiary to access needed~~
 2 ~~medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The~~
 3 ~~service activities may include, but are not limited to, communication, coordination and referral;~~
 4 ~~monitoring service delivery to ensure beneficiary access to service and the service delivery system;~~
 5 ~~monitoring of the beneficiary's progress; and plan development.~~

6 ~~h. Therapy means a service activity which is a therapeutic intervention that focuses~~
 7 ~~primarily on symptom reduction as a means to improve functional impairments. Therapy may be~~
 8 ~~delivered to an individual or group of beneficiaries which may include family therapy in which the~~
 9 ~~beneficiary is present.~~

10 ~~28. Mental Health Worker means an individual that assists in planning, developing and~~
 11 ~~evaluating mental health services for Clients; provides liaison between Clients and service providers; and~~
 12 ~~has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social~~
 13 ~~work, or has two years of experience providing client related services to Clients experiencing mental~~
 14 ~~health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,~~
 15 ~~counseling, or social work may be substituted for up to one year of the experience requirement.~~

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

18 ~~30. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's~~
 19 ~~Degree and four years of experience in a mental health setting and who performs individual and group~~
 20 ~~case management studies.~~

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

23 ~~32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY~~
 24 ~~will be using for the Adult mental health programs in COUNTY. The scale will provide the means of~~
 25 ~~assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness based~~
 26 ~~tools being used today. MORS is ideally suited to serve as a Recovery based tool for identifying the level~~
 27 ~~of service needed by participating members. The scale will be used to create a map of the system by~~
 28 ~~determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for~~
 29 ~~different programs across the continuum of programs and services offered by COUNTY.~~

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

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1 ~~34. NPI means National Provider Identifier and refers to the standard unique health identifier that~~
 2 ~~was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered~~
 3 ~~healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in~~
 4 ~~HIPAA standard transactions. The NPI is assigned for life.~~

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

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

12 ~~37. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~
 13 ~~similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid~~
 14 ~~for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by his/her~~
 15 ~~own experience.~~

16 ~~38. Pharmacy Benefits Manager means the organization that manages the medication benefits~~
 17 ~~that are given to Clients that qualify for medication benefits.~~

18 ~~39. PHI means individually identifiable health information usually transmitted by electronic~~
 19 ~~media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~
 20 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~
 21 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~
 22 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

23 ~~40. Pre Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in~~
 24 ~~Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~
 25 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and~~
 26 ~~Institutions Code section 575.2. The waiver may not exceed five (5) years.~~

27 ~~41. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 28 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT~~
 29 ~~Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the~~
 30 ~~BBS.~~

31 ~~42. Program Director means an individual who has complete responsibility for the day to day~~
 32 ~~function of the program. The Program Director is the highest level of decision making at a local, program~~
 33 ~~level.~~

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1 ~~43. Promotora de Salud Model means a model where trained individuals, Promotores, work~~
 2 ~~towards improving the health of their communities by linking their neighbors to health care and social~~
 3 ~~services, educating their peers about mental illness, disease and injury prevention.~~

4 ~~44. Promotores means individuals who are members of the community who function as natural~~
 5 ~~helpers to address some of their communities' unmet mental health, health and human service needs.~~
 6 ~~They are individuals who represent the ethnic, socio-economic and educational traits of the population~~
 7 ~~he/she serves. Promotores are respected and recognized by their peers and have the pulse of the~~
 8 ~~community's needs.~~

9 ~~45. PSC means Personal Services Coordinator and refers to an individual who will be part of a~~
 10 ~~multi-disciplinary team that will provide community-based Mental Health Services to adults that are~~
 11 ~~struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery~~
 12 ~~principles. The PSC is responsible for clinical care and case management of assigned Client and families~~
 13 ~~in a community, home, or program setting. This includes assisting Clients with mental health, housing,~~
 14 ~~vocational and educational needs. The position is also responsible for administrative and clinical~~
 15 ~~documentation as well as participating in trainings and team meetings. The PSC shall be active in~~
 16 ~~supporting and implementing the program's philosophy and its individualized, strength-based,~~
 17 ~~culturally/linguistically competent and Client-centered approach.~~

18 ~~46. Psychiatrist means an individual who meets the minimum professional and licensure~~
 19 ~~requirements set forth in Title 9, CCR, Section 623.~~

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

22 ~~48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly~~
 23 ~~to review one percent (1%) of all "high risk" Medi-Cal Clients to monitor and evaluate the quality and~~
 24 ~~appropriateness of services provided. At a minimum, the committee is comprised of one (1)~~
 25 ~~CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the~~
 26 ~~clinical care of the cases.~~

27 ~~49. Recovery means a process of change through which individuals improve their health and~~
 28 ~~wellness, live a self-directed life, and strive to reach their full potential, and identifies four major~~
 29 ~~dimensions to support Recovery in life:~~

30 #

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

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

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1 ~~_____ c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family~~
2 ~~caretaking, or creative endeavors, and the independence, income, and resources to participate in society;~~
3 ~~and~~

4 ~~_____ d. Community: Relationships and social networks that provide support, friendship, love,~~
5 ~~and hope.~~

6 ~~_____ 50. Referral means providing the effective linkage of a Client to another service, when indicated;~~
7 ~~with follow up to be provided within five (5) working days to assure that the Client has made contact with~~
8 ~~the referred service.~~

9 ~~_____ 51. Supportive Housing PSC means a person who provides services in a supportive housing~~
10 ~~structure. This person will coordinate activities which will include, but not be limited to: independent~~
11 ~~living skills, social activities, supporting communal living, assisting residents with conflict resolution,~~
12 ~~advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will~~
13 ~~consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in~~
14 ~~supporting and implementing a full service partnership philosophy and its individualized, strengths-based,~~
15 ~~culturally appropriate, and Client centered approach.~~

16 ~~_____ 52. Supervisory Review means ongoing clinical case reviews in accordance with procedures~~
17 ~~developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to~~
18 ~~monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory~~
19 ~~review is conducted by the program/clinic director or designee.~~

20 ~~_____ 53. Token means the security device which allows an individual user to access the COUNTY's~~
21 ~~computer based IRIS.~~

22 ~~_____ 54. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method~~
23 ~~used for determining the annual Client liability for Mental Health Services received from the COUNTY~~
24 ~~mental health system and is set by the State of California.~~

25 ~~_____ 55. Vocational/Educational Specialist means a person who provides services that range from pre-~~
26 ~~vocational groups, trainings and supports to obtain employment out in the community based on the~~
27 ~~Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on~~
28 ~~one" vocational counseling and support to Clients to ensure that their needs and goals are being met. The~~
29 ~~overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the~~
30 ~~knowledge and resources to achieve the highest level of vocational functioning possible.~~

31 ~~_____ 56. WRAP means Wellness Recovery Action Plan and refers to a Client self help technique for~~
32 ~~monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and~~
33 ~~quality of life.~~

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2 ~~— B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
3 ~~Common Terms and Definitions Paragraph of this Exhibit C to the Agreement.~~

4 **II. PAYMENTS**

5 ~~— A. BASIS FOR REIMBURSEMENT — As compensation to CONTRACTOR for services provided~~
6 ~~pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$45.00~~
7 ~~per day per bed whether or not the bed is occupied; provided, however, the total of such payments to~~
8 ~~CONTRACTOR and other providers of Mental Health Enhanced Residential Rehabilitation Services are~~
9 ~~reimbursable in accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the~~
10 ~~Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum~~
11 ~~Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement. Beds~~
12 ~~unoccupied for more than one week will be reimbursed at the rate of \$22.50. CONTRACTOR may~~
13 ~~request in writing to waive this rate if circumstances arise out of the CONTRACTOR'S control, such as~~
14 ~~lack of appropriate referrals. ADMINISTRATOR may waive said rate with reasonable justification.~~

15 ~~— B. In the event that reimbursement for prior month bed days is deemed unreimbursable in accordance~~
16 ~~with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement, CONTRACTOR~~
17 ~~shall, upon written notification by ADMINISTRATOR, submit a reimbursement check to COUNTY~~
18 ~~within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future monthly invoices~~
19 ~~should CONTRACTOR not submit the requested reimbursement check.~~

20 ~~— C. All revenue received on behalf of persons receiving services under the Agreement shall be used~~
21 ~~by CONTRACTOR for the provision of additional services for Clients serviced under the Agreement.~~

22 ~~— D. INVOICES — CONTRACTOR's invoice shall be made on a properly completed form approved~~
23 ~~or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is~~
24 ~~required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices~~
25 ~~received after the due date may not be paid within the same month. Payments to CONTRACTOR should~~
26 ~~be released by COUNTY no later than thirty (30) days after receipt of the correctly completed invoice.~~

27 ~~— E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with~~
28 ~~any provision of the Agreement.~~

29 ~~— F. CONTRACTOR may not claim reimbursement for services provided beyond the expiration~~
30 ~~and/or termination of the Agreement.~~

31 ~~— G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
32 ~~Payments Paragraph of this Exhibit C to the Agreement.~~

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III. REPORTS

~~A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days and number of vacant bed days. The report shall be in a form~~

~~#~~

~~acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the month in which services were rendered.~~

~~B. CONTRACTOR shall submit a monthly program report, no later than twenty (20) days following the month in which services were rendered, to ADMINISTRATOR which shall report the number and names of groups provided and the attendance of each of the groups.~~

~~C. CONTRACTOR shall submit to ADMINISTRATOR a calendar of events occurring at the program for the upcoming month no later than seven (7) days prior to the beginning of that month.~~

~~D. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.~~

~~E. CONTRACTOR shall cooperate in data collection for performance outcome measures or other data deemed necessary by the ADMINISTRATOR.~~

~~F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit C to the Agreement.~~

IV. SERVICES

A. FACILITY REQUIREMENTS

~~1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER_OF_BEDS_C» beds dedicated to Clients referred by COUNTY and enrolled in the Mental Health Enhanced Recovery FSP approved by COUNTY. Such beds shall be located at the following address or any other licensed Community Care facility approved in writing by ADMINISTRATOR.~~

~~«TREATMENT_ADDR_C»~~

~~«TREATMENT_CSZ_C»~~

~~2. CONTRACTOR's facility shall include the following:~~

~~a. Private or semi-private bedrooms for each Client;~~

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- ~~b. Kitchen area including refrigerator, stove, and sink;~~
- ~~c. Dining area;~~
- ~~d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors; and~~
- ~~e. An outdoor, Client recreation area.~~

~~3. CONTRACTOR's facility should be located where it is readily accessible by public transportation.~~

~~B. PERSONS TO BE SERVED— Adults ages 18-59 who have a serious and persistent mental illness and/or co-occurring disorder, and who may be on or Lanterman-Petris-Short conservatorship and are currently in or being discharged from an Institution for Mental Disease, psychiatric hospital, or Long Term Care facility. These are individuals who have a history of failed placements due to their illness and may need additional individualized support to remain in the community.~~

~~C. LENGTH OF STAY~~

~~1. Client length of stay at a residential rehabilitation facility shall not exceed eighteen (18) months without prior written authorization from ADMINISTRATOR. CONTRACTOR shall complete individual evaluations for each Client placed at their facility and collaborate with the Clinical Administrator and PSCs from the Enhanced Recovery FSP to determine the appropriate length of stay in the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must have prior written approval from ADMINISTRATOR. Upon admission, Clients shall be required to sign an agreement acknowledging their understanding that the length of stay in the program is limited to eighteen (18) months, unless otherwise approved by ADMINISTRATOR.~~

~~2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Client no longer meets eligibility criteria and should be discharged from the program, then written notice shall be provided to CONTRACTOR from ADMINISTRATOR indicating that the Client no longer meets eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to displace the Client, but COUNTY shall not reimburse CONTRACTOR for a Client that no longer meets eligibility criteria. All requests to extend a Client's length of stay shall be submitted to ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final discretion based on the information provided to determine Clients' continued placement.~~

~~3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all Admissions shall result from referrals from ADMINISTRATOR. The discharge policy shall include eligibility for the Client's continued participation in the program which shall be evaluated by CONTRACTOR and the assigned PSC or Care Coordinator. Each Client's discharge plan will detail the~~

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1 Client's anticipated length of stay in the facility and any modifications to a Client's continued stay in the
2 facility will require authorization from ADMINISTRATOR.

3 ~~4. CONTRACTOR shall begin discharge planning upon Client Admission to the program.~~

4 ~~5. In the event a Client becomes hospitalized, for either psychiatric or physical reasons, or~~
5 ~~becomes Absent Without Leave (AWOL), and it is believed that the Client will return to the program~~
6 ~~within seven (7) calendar days and continue to benefit from services, then CONTRACTOR shall hold that~~
7 ~~bed for the Client and continue to be paid the bed day rate identified in the Payments Paragraph of this~~
8 ~~Exhibit to the Agreement. The determination for a bed hold shall be on an individual basis and in~~
9 ~~collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar days shall~~
10 ~~require written approval, in advance, by ADMINISTRATOR.~~

11 ~~6. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action~~
12 ~~which impacts a Client's continued eligibility for program services and which might otherwise result in~~
13 ~~discharge from the program.~~

14 #

15 ~~D. SERVICES~~

16 ~~1. CONTRACTOR shall provide an Enhanced Residential Rehabilitation Program seven (7)~~
17 ~~days per week. CONTRACTOR shall begin discharge planning in collaboration with Enhanced Recovery~~
18 ~~FSP staff, upon Client Admission to program. CONTRACTOR shall participate in the development and~~
19 ~~implementation of the Clients' Treatment Plan and shall collaborate with the Enhanced Recovery FSP~~
20 ~~staff. CONTRACTOR's services shall include, but not be limited to, the following:~~

21 ~~a. All basic services required of a Community Care facility licensed by the State~~
22 ~~Department of Social Services as set forth in Title 22 of CCR, including twenty four (24) hour supervision~~
23 ~~of Clients, as applicable.~~

24 ~~b. A supportive home environment with an emphasis on Client centered recovery and shall~~
25 ~~include Client involvement in the planning and preparation of activities.~~

26 ~~c. CONTRACTOR, in collaboration with FSP staff, shall develop tailored interventions in~~
27 ~~regards to behaviors which may have affected previous placement so that Client may be successful in the~~
28 ~~community.~~

29 ~~d. Daytime, evening, and weekend activities which may require staff to work with the Client~~
30 ~~more exclusively and shall include, but not be limited to:~~

31 ~~1) Daily community meetings which shall include Clients and staff for the purposes of~~
32 ~~discussing and facilitating Client participation in daily activities; facilitating Client involvement and~~
33 ~~feedback related to the program milieu and developing meaningful relationships between staff and Clients.~~

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~~2) Daily independent living skills training to facilitate the Clients' transition to a more independent living arrangement including, but not limited to, training in use of public transportation, grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing money, meal preparation, use of community resources and management of leisure time.~~

~~3) Vocational and pre vocational activities that will help Clients develop self-confidence and work related skills in order to increase Clients' chances of obtaining paid employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary employment, volunteer work, and full time employment. These activities may be in collaboration with the Enhanced Recovery FSP and/or ADMINISTRATOR.~~

~~4) A daily physical activity or exercise program designed to enhance the physical well-being of Clients.~~

~~5) Enhance Clients' use of community resources by providing both individual and small group recreational outings.~~

~~e. Transportation of Clients to essential appointments.~~

~~2. CONTRACTOR shall collaborate with the Enhanced Recovery FSP in developing group and activity calendars so that both the CONTRACTOR and the Enhanced Recovery FSP provide groups and activities in areas that reinforce and support the services being provided at both locations.~~

~~3. CONTRACTOR shall provide Medication Support Services which shall include, but not be limited to, the following:~~

~~a. Encouraging Clients to take their medication and helping Clients recognize the side effects of these medications.~~

~~b. Teaching Clients skills to manage psychiatric behaviors that interfere with their ability to remain in the community.~~

~~c. Determining the specific signs of decompensation for each of the Clients and implementing appropriate corrective action.~~

~~d. Monitoring and encouraging Client medication compliance and working cooperatively and effectively with the Clients' prescribing physician.~~

~~e. Providing staff training in the effects and side effects of psychotropic medications.~~

~~4. TOKEN PROGRAM~~

~~a. CONTRACTOR shall use a basic token economy program that identifies and rewards targeted behaviors and skills as appropriate for each Client.~~

~~b. CONTRACTOR shall document Client progress in the facility's treatment and provide special recognition for Clients functioning at advanced levels.~~

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~~c. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted behaviors.~~

~~5. HOUSING SUPPORT~~

~~a. CONTRACTOR shall work in conjunction with the Enhanced Recovery FSP, the Clients, and the COUNTY to support the Clients' milestones, goals, and movement along the housing continuum.~~

~~6. CONTRACTOR shall, within three (3) days of a request by ADMINISTRATOR, submit to Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR agrees to fulfill all requirements of Community Care Licensing for approval of such plans. CONTRACTOR shall be required to provide up to ten percent (10%) of its total bed capacity for Clients with such Restricted Medical Conditions.~~

~~7. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains to the following:~~

- ~~a. Maintaining Client records, including documentation of Tuberculosis clearance.~~
- ~~b. Providing secure storage of Clients' valuables, including medications.

 - ~~1) Medication shall be kept in a safe and locked place that is not accessible to persons other than employees responsible for the supervision of centrally stored medications.~~
 - ~~2) Each Client's medication shall be stored in its originally received container. No medications shall be transferred between containers.~~~~
- ~~c. Maintaining a record of daily occupancy.~~
- ~~d. Protecting Clients' rights to privacy and confidentiality.~~
- ~~e. Providing basic life support and other services, including nutritional foods and support services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for emergency and non-emergency medical services.~~

~~8. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules, Client rights, and policies regarding Client fees.~~

~~9. CONTRACTOR shall assist the Clients in establishing and maintaining a Client oriented facility council in accordance with CCR, Title 22, Division 6. The Client run council provides opportunity for Client input into the operations of the facility including, but not limited to, activities, house rules, and resolution of disputes/disagreements.~~

~~10. CONTRACTOR shall establish an Admission policy which shall state that all Admissions shall result from referrals from ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR shall~~

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~~communicate and coordinate any action which impacts a Client's continued eligibility for program services and which might otherwise result in discharge from the program. CONTRACTOR shall contribute as part of the Clients' treatment team and participate in Admission and discharge planning activities.~~

~~11. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

~~E. PERFORMANCE OUTCOMES CONTRACTOR's services shall enable Clients to adaptively function at a higher and more appropriate level of independence.~~

~~1. Fifty percent (50%) of Clients placed in CONTRACTOR's Enhanced Residential Rehabilitation Program will remain out of the hospitals or long term care facilities for a minimum of six (6) months.~~

~~2. Fifty percent (50%) of Clients placed in CONTRACTOR's Enhanced Residential Rehabilitation Program will be able to move to a lower level of care within eighteen (18) months.~~

~~3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include the following information: number of Clients placed, date of placement for each Client, number of hospitalizations for each Client, number of discharges to a lower level of care for each Client, and length of stay in the program for each Client.~~

~~F. POSTINGS CONTRACTOR shall post the following in a prominent place within the facility:~~

- ~~1. State Licensure and Certification;~~
- ~~2. Business License;~~
- ~~3. Conditional Use Permit (if applicable);~~
- ~~4. Fire clearance;~~
- ~~5. Client rights;~~
- ~~6. Grievance procedure;~~
- ~~7. Employee Code of Conduct;~~
- ~~8. Evacuation floor plan;~~
- ~~9. Equal Employment Opportunity notices;~~
- ~~10. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service;~~
- ~~11. List of resources within community which shall include medical, dental, mental health, public~~

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1 ~~health, social services and where to apply for determination of eligibility for State, Federal or county~~
2 ~~entitlement programs; and~~

3 ~~12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.~~

4 ~~G. NON-SMOKING POLICY CONTRACTOR shall establish a written non-smoking policy~~
5 ~~which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy~~
6 ~~shall specify that the facility is "smoke free" and that designated smoking areas are outside the visiting~~
7 ~~areas at the facility.~~

8 ~~H. GOOD NEIGHBOR POLICY CONTRACTOR shall establish a Good Neighbor Policy, which~~
9 ~~shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,~~
10 ~~staff training to deal with neighbor complaints, staff contact information available to neighboring residents~~
11 ~~and complaint procedures.~~

12 ~~I. TRANSGENDER POLICY CONTRACTOR shall establish a written Transgender Policy,~~
13 ~~which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited~~
14 ~~to, the following:~~

- 15 ~~1. Admission;~~
- 16 ~~2. Housing arrangement;~~
- 17 ~~3. Bathroom privacy; and~~
- 18 ~~4. Who conducts the observed drug testing.~~

19 ~~J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services~~
20 ~~Paragraph of this Exhibit B to the Agreement~~

21 **V. STAFFING**

22 ~~CONTRACTOR shall provide staffing patterns and policies that accommodate the following~~
23 ~~requirements:~~

24 ~~A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.D.~~
25 ~~of this Exhibit C to the Agreement, including staffing requirements for supportive services provided~~
26 ~~directly by the program.~~

27 ~~B. If applicable, provisions for twenty four (24) hour on-site management of the facility, including~~
28 ~~night supervision in accordance with CCR, Title 22, Division 6.~~

29 ~~C. CONTRACTOR shall ensure that there is adequate staffing for evening activities.~~

30 ~~D. CONTRACTOR shall ensure that during normal operating hours, groups shall be made available~~
31 ~~to all Clients at the facility.~~

32 ~~E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of~~

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1 ~~increasing familiarity with COUNTY guidelines and providing more effective services.~~

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

9 ~~— G. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally and~~
10 ~~linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such~~
11 ~~efforts which may include, but not be limited to records of participation in COUNTY sponsored or other~~
12 ~~applicable training; recruitment and hiring P&P; copies of literature in multiple languages and formats, as~~
13 ~~appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons~~
14 ~~who are physically challenged.~~

15 ~~— H. Documentation of employment qualifications and job descriptions which include duties and~~
16 ~~responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff~~
17 ~~position.~~

18 ~~— I. A written policy for the use of volunteers and part-time student interns which may augment paid~~
19 ~~staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health~~
20 ~~care or mental health discipline or a related field.~~

21 ~~— J. CONTRACTOR shall provide ADMINISTRATOR with a detailed list of the persons who~~
22 ~~provide services under the Agreement within thirty (30) days of commencement of this Agreement. This~~
23 ~~list shall state the name, title, professional degree, license number (if applicable) and job description.~~

24 ~~— K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing~~
25 ~~Paragraph of this Exhibit C to the Agreement.~~

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 ~~A. GENERAL PROVISIONS AND RECITALS~~

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

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

22 ~~3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the~~
23 ~~terms of the Agreement, some of which may constitute 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~~
~~with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH~~
~~Act, and the HIPAA regulations as they may exist now or be hereafter amended.~~

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

~~6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.~~

~~B. DEFINITIONS~~

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

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

~~a. Breach excludes:~~

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

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

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

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

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- ~~1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;~~
- ~~2) The unauthorized person who used the PHI or to whom the disclosure was made;~~
- ~~3) Whether the PHI was actually acquired or viewed; and~~
- ~~4) The extent to which the risk to the PHI has been mitigated.~~
- ~~3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.~~
- ~~4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.~~
- ~~5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.~~
- ~~#~~
- ~~6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.~~
- ~~7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).~~
- ~~8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.~~
- ~~9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.~~
- ~~10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.~~
- ~~11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.~~
- ~~12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.~~
- ~~13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.~~

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

3 ~~15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in~~
4 ~~45 CFR § 160.103.~~

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

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

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

12 ~~C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:~~

13 ~~1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to~~
14 ~~CONTRACTOR other than as permitted or required by this Business Associate Contract or as required~~
15 ~~by law.~~

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

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

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

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

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

~~7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a~~

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1 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual
 2 in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with
 3 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall
 provide such information in an electronic format.

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

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

11 ~~10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to~~
 12 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,~~
 13 ~~and to make information related to such Disclosures available as would be required for COUNTY to~~
 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
 14 ~~45 CFR § 164.528.~~

14 #

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

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

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

24 ~~14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a~~
 25 ~~criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if~~
 26 ~~CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may~~

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1 ~~terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or~~
 2 ~~requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made~~
 3 ~~in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.~~
 4 ~~COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate~~
 5 ~~the Agreement.~~

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

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

23 ~~//~~

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

26 ~~_____ b. CONTRACTOR does not enter into an amendment providing assurances regarding the~~
 27 ~~safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of~~
 28 ~~HIPAA, the HITECH Act, and the HIPAA regulations.~~

29 ~~_____ 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to~~
 30 ~~COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph~~
 31 ~~B.2.a above.~~

32 ~~_____ D. SECURITY RULE~~

33 ~~_____ 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and~~

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1 ~~maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~
2 ~~45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to~~
3 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.~~
4 ~~CONTRACTOR shall develop and maintain a written information privacy and security program that~~
5 ~~includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of~~
6 ~~CONTRACTOR's operations and the nature and scope of its activities.~~

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

11 ~~3. CONTRACTOR shall ensure the continuous security of all computerized data systems~~
12 ~~containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
13 ~~maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents~~
14 ~~containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,~~
15 ~~or transmits on behalf of COUNTY. These steps shall include, at a minimum:~~

16 ~~a. Complying with all of the data system security precautions listed under subparagraphs~~
17 ~~E, below;~~

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

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

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

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

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

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~~E. DATA SECURITY REQUIREMENTS~~

~~1. Personal Controls~~

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

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

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

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

~~2. Technical Security Controls~~

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

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

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

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

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

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

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

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

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1 ~~2) Lower case letters (a-z)~~

2 ~~3) Arabic numerals (0-9)~~

3 ~~4) Non-alphanumeric characters (punctuation symbols)~~

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

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

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

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

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

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

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

6 ~~_____ 3. Audit Controls~~

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

13 ~~_____ b. Log Reviews. 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 routine procedure in place to review system logs for unauthorized access.~~

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

20 ~~_____ 4. Business Continuity/Disaster Recovery Control~~

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

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

33 ~~_____ 5. Paper Document Controls~~

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

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

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

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

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

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

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

~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

~~a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which~~

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1 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known
2 to CONTRACTOR.

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

6 ~~_____ 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
7 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification
8 within 24 hours of the oral notification.~~

9 ~~_____ 3. CONTRACTOR's notification shall include, to the extent possible:~~

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

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

16 ~~_____ 1) A brief description of what happened, including the date of the Breach and the date
17 of the discovery of the Breach, if known;~~

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

21 ~~_____ 3) Any steps Individuals should take to protect themselves from potential harm
22 resulting from the Breach;~~

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

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

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

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

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

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

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

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

~~G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

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

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

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

~~1) The Disclosure is required by law; or~~

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

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

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1 ~~CONTRACTOR.~~

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

4 ~~3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR~~
5 ~~consistent with the minimum necessary policies and procedures of COUNTY.~~

6 ~~4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as~~
7 ~~required by law.~~

8 ~~H. PROHIBITED USES AND DISCLOSURES~~

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

14 ~~2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI~~
15 ~~COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on~~
16 ~~behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by~~
17 ~~42 USC § 17935(d)(2).~~

18 ~~I. OBLIGATIONS OF COUNTY~~

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

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

25 ~~3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI~~
26 ~~that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may~~
27 ~~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~~

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1 ~~violation within thirty (30) business days; or~~

2 ~~———— b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure~~
3 ~~the material Breach or end the violation within thirty (30) calendar or business days, provided termination~~
4 ~~of the Agreement is feasible.~~

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

8 ~~———— a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents~~
9 ~~of CONTRACTOR.~~

10 ~~———— b. CONTRACTOR shall retain no copies of the PHI.~~

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

17 ~~———— 3. The obligations of this Business Associate Contract shall survive the termination of the~~
18 ~~Agreement.~~

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EXHIBIT E

TO AGREEMENT FOR PROVISION OF

MENTAL HEALTH RESIDENTIAL REHABILITATION AND

MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION 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 "PI loss" as that term is defined in the CMPPA.

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

— 3. "CMPPA Agreement" means the CMPPA Agreement between 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 CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under

CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,

identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice triggering PI includes PI in electronic, paper or any other medium.

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

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

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

4 ~~_____ b. Safeguards. To implement appropriate and reasonable administrative, technical,~~
 5 ~~and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII,~~
 6 ~~to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII,~~
 7 ~~and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal~~
 8 ~~Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written~~
 9 ~~information privacy and security program that include administrative, technical and physical~~
 10 ~~safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature~~
 11 ~~and scope of its activities, which incorporate the requirements of subparagraph (c), below.~~
 12 ~~CONTRACTOR will provide COUNTY with its current policies upon request.~~

13 ~~_____ c. Security. CONTRACTOR shall ensure the continuous security of all~~
 14 ~~computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper~~
 15 ~~documents containing DHCS PI and PII. These steps shall include, at a minimum:~~

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

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

22 ~~_____ 3) If the data obtained by CONTRACTOR from COUNTY includes PII,~~
 23 ~~CONTRACTOR shall also comply with the substantive privacy and security requirements in the~~
 24 ~~CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and~~
 25 ~~DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security~~
 26 ~~requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,~~
 27 ~~Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal,~~
 28 ~~State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR~~
 29 ~~also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom~~
 30 ~~CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security~~
 31 ~~safeguards for confidential data that apply to CONTRACTOR with respect to such information.~~

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

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 39 County of Orange, Health Care Agency
 40 Master Agreement

Contract MA-042-18010346

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

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

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

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

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

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