

AGREEMENT FOR PROVISION OF

AMENDMENT NO. 2

TO

CONTRACT NO. MA-042-18010428

FOR

BEHAVIORAL HEALTH CALWORKS SERVICES

BETWEEN

COUNTY OF ORANGE

AND

MARIPOSA WOMEN AND FAMILY CENTER

JULY 1, 2017 THROUGH JUNE 30, 2019

~~THIS AGREEMENT~~ This Amendment (“Amendment No. 2”) to Contract No. MA-042-18010428 for Behavioral Health CalWORKs Services is made and entered into this 1st day of on July 2017 (effective date), is by and 1, 2021 (“Effective Date”) between the COUNTY OF ORANGE Mariposa Women and Family Center (“Contractor”), with a place of business at 200 E. Katella Avenue, Orange, CA 92867, and the County of Orange, a political subdivision of the State of California (COUNTY), and MARIPOSA WOMEN AND FAMILY CENTER, a California non-profit corporation (CONTRACTOR). COUNTY and CONTRACTOR (“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 herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

RECITALS

WHEREAS, COUNTY wishes to contract with CONTRACTOR the Parties executed an original agreement for the provision of Behavioral Health CalWORKs Services described herein to the residents of Orange County for a two-year period, effective July 1, 2017 through June 30, 2019, in an amount not to exceed \$6,306,868; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such the Parties executed Contract No. MA-042-18010428 for Behavioral Health CalWORKs Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$1,138,254 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,138,254, with a revised cumulative total amount not to exceed \$2,276,508; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, for County to continue receiving and Contractor to continue providing the services on the set forth in the Contract.

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

1. The Contract is renewed for a period of 1 year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,138,254 for this renewal period, for a revised cumulative total contract amount of \$3,414,762; on the amended terms and conditions hereinafter set forth;

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

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents.....	2
<u>4.</u> Referenced Contract Provisions.....	4
XXI. Acronyms.....	2
XXII. Alteration of Terms.....	2
XXIII. Assignment of Debts.....	2
XXIV. Compliance.....	2
XXV. Confidentiality.....	2

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1	XXVI. Cost Report.....	2
2	XXVII. Debarment and Suspension Certification.....	2
3	XXVIII. Delegation, Assignment and Subcontracts.....	2
4	XXIX. Employee Eligibility Verification.....	2
5	XXX. Equipment.....	2
6	XXXI. Facilities, Payments and Services.....	2
7	XXXII. Indemnification and Insurance.....	2
8	XXXIII. Inspections and Audits.....	2
9	XXXIV. Licenses and Laws.....	2
10	XXXV. Literature, Advertisements, and Social Media.....	2
11	XXXVI. Maximum Obligation.....	2
12	XXXVII. Minimum Wage Laws.....	2
13	XXXVIII. Nondiscrimination.....	2
14	XXXIX. Notices.....	2
15	XL. Notification of Death.....	2
16	XLI. Notification of Public Events and Meetings.....	2
17	XLII. Records Management and Maintenance.....	2
18	XLIII. Research and Publication.....	2
19	XLIV. Severability.....	2
20	XLV. Special Provisions.....	2
21	XLVI. Status of Contractor.....	2
22	XLVII. Term.....	2
23	XLVIII. Termination.....	2
24	XLIX. Third Party Beneficiary.....	2
25	L. Waiver of Default or Breach.....	2
26	Signature Page.....	2

#

CONTENTS

EXHIBIT A

PAGE

27	LV. Common Terms and Definitions.....	2
28	LVI. Budget.....	2
29	LVII. Payments.....	2

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT MARIPOSA.DOCZ\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY 2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC-FY 17-19-LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 LVIII. Reports..... 2

2 LIX. Services 2

3 LX. Staffing..... 2

4 EXHIBIT B

5 LXIII.2. Business Associate, lines 3 through 5 of the Contract 2 are deleted
 6 in their entirety and replaced with the following:

7 EXHIBIT C

8 I. Personal Information Privacy and Security Contract..... 2

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term:- July 1, ~~2017~~2019 through June 30, ~~2019~~2022
Period One means the period from July 1, ~~2017~~2019 through June 30, ~~2018~~2020
Period Two means the period from July 1, ~~2018~~2020 through June 30, ~~2019~~2021

Aggregate Maximum Obligation:

_____	Period One Aggregate Maximum Obligation:	_____	\$3,153,434
_____	Period Two Aggregate Maximum Obligation:	_____	3,153,434
_____	TOTAL AGGREGATE MAXIMUM OBLIGATION:	_____	\$6,306,868

Basis for Reimbursement: _____ Actual Cost

Payment Method: _____ Monthly in Arrears

CONTRACTOR DUNS Number: _____ 62-722-6582

CONTRACTOR TAX ID Number: _____ 95-3626580

Notices to COUNTY and CONTRACTOR:

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2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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COUNTY: _____ Period Three means the period from July 1, 2021 through June 30, 2022

Period One Maximum Obligation: \$1,138,254

Period Two Maximum Obligation: \$1,138,254

Period Three Maximum Obligation: \$1,138,254

TOTAL MAXIMUM OBLIGATION: \$3,414,762”

3. Contractor shall continue to reference invoices with MA-042-18010428.

This Amendment No. 2 modifies the Contract and Amendment No. 1 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract or Amendment No. 1, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract and Amendment No. 1, not specifically changed by this Amendment No. 2, remain in full force and effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the 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: Mariposa Women and Family Center, a California non-profit Corporation

Print Name Title

Signature Date

County of Orange

Health Care Agency

Contract Services

405 West 5th Street, Suite 600

Santa Ana, CA 92701-4637

CONTRACTOR: Mariposa Women and Family Center

812 W. Town and Country Road

Orange, CA 92868

Dr. Krista Driver, President and CEO

kdriver@mariposacenter.org

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MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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8 of 38

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~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
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~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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I. ACRONYMS

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

A.	ARRA	American Recovery and Reinvestment Act
B.	ASRS	Alcohol and Drug Programs Reporting System
C.	BBS	Board of Behavioral Sciences
D.	BHR	Behavioral Health Response
E.	BHS	Behavioral Health Services
F.	CalOMS	California Outcomes Measurement Systems
G.	CalWORKS	California Work Opportunity and Responsibility for Kids Program
H.	CCC	California Civil Code
I.	CCR	California Code of Regulations
J.	CEO	County Executive Office
K.	CESI	Client Evaluation of Self at Intake
L.	CEST	Client Evaluation of Self and Treatment
M.	CFR	Code of Federal Regulations
N.	CHPP	COUNTY HIPAA Policies and Procedures
O.	CHS	Correctional Health Services
P.	COI	Certificate of Insurance
Q.	DATAR	Drug Abuse Treatment Access Report
R.	D/MC	Drug/Medi-Cal
S.	DHCS	Department of Health Care Services
T.	DPFS	Drug Program Fiscal Systems
U.	DRS	Designated Record Set
V.	DSH	Direct Service Hours
W.	PHI	Electronic Protected Health Information
X.	FM	Family Maintenance
Y.	FR	Family Reunification
Z.	FTE	Full Time Equivalent
AA.	GAAP	Generally Accepted Accounting Principles
AB.	HCA	Health Care Agency
AC.	HHS	Health and Human Services

9 of 38

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MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY
2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1	AD. HIPAA	Health Insurance Portability and Accountability Act of 1996,
2		Public Law 104-191
3	AE. HSC	California Health and Safety Code
4	AF. IRIS	Integrated Records and Information System
5	AG. ISO	Insurance Services Office
6	AH. LCSW	Licensed Clinical Social Worker
7	AI. MC	Mutual Client
8	AJ. MCR	Monthly Contract Report
9	AK. MDT	Multi-Disciplinary Team
10	AL. MFT	Marriage and Family Therapist
11	AM. MHP	Mental Health Plan
12	AN. MSR	Monthly Services Report
13	AO. NIATx	Network for Improvement of Addiction Treatment Model
14	AP. NPI	National Provider Identifier
15	AQ. NPP	Notice of Privacy Practices
16	AR. OCJS	Orange County Jail System
17	AS. OCPD	Orange County Probation Department
18	AT. OCR	Office for Civil Rights
19	AU. OCSD	Orange County Sheriff's Department
20	AV. OIG	Office of Inspector General
21	AW. OMB	Office of Management and Budget
22	AX. OPM	Federal Office of Personnel Management
23	AY. PA DSS	Payment Application Data Security Standard
24	AZ.PC	, a political subdivision of the State of California-Penal Code
25	BA. PCI DSS	Payment Card Industry Data Security Standard
26	BB. PHI	Protected Health Information
27	BC. PI	Personally Identifiable Information
28	BD. P&P	Policies and Procedures
29	BE. PRA	Public Record Act
30	BF. SIR	Self-Insured Retention
31	BG. SSA	Social Services Agency
32	BH. STU	Standard Treatment Units
33	BI. TDM	Team Decision Making

10 of 38

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY
2021-22\K ADMIN\SR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
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- ~~1 BJ. HITECH Act The Health Information Technology for Economic and Clinical Health Act,~~
- ~~2 Public Law 111-005~~
- ~~3 BK. UMDAP Uniform Method for Determining Ability to Pay~~
- ~~4 BL. USC United States Code~~
- ~~5 BM. WIC State of California Welfare and Institutions Code~~
- ~~6 BN. WTW Welfare to Work~~

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

- ~~10 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,~~
- ~~11 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the~~
- ~~12 subject matter of this Agreement.~~
- ~~13 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of~~
- ~~14 this Agreement or any Exhibits, whether written or verbal, shall be valid unless made in the form of a~~
- ~~15 written amendment to this Agreement, which has been formally approved and executed by both parties.~~

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

~~16 Unless this Agreement is followed without interruption by another Agreement between the parties~~
~~17 hereto for the same services and substantially the same scope, at the termination of this Agreement,~~
~~18 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of~~
~~19 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by~~
~~20 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the~~
~~21 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of~~
~~22 said persons, shall be immediately given to COUNTY.~~

~~**IV. COMPLIANCE**~~

- ~~23 A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program~~
- ~~24 for the purpose of ensuring adherence to all rules and regulations related to federal and state health care~~
- ~~25 programs.~~
- ~~26 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and~~
- ~~27 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to~~

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~~2021-22\K ADMIN\SR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
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1 ~~General Compliance and Annual Provider Trainings.~~

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

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

15 ~~3. If CONTRACTOR does not provide proof of its own Compliance program to~~
16 ~~ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's~~
17 ~~Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the~~
18 ~~ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed~~
19 ~~acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program~~
20 ~~and Code of Conduct.~~

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

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35 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
36 ~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
37 ~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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

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

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

25 ~~2. An Ineligible Person shall be any individual or entity who:~~
26 ~~a. is currently excluded, suspended, debarred or otherwise ineligible to participate in~~
27 ~~federal and state health care programs; or~~

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

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

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~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC-FY 17-19-~~
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1 Agreement.

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

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

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

19 ~~7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or~~
20 ~~entity is currently excluded, suspended or debarred, or is identified as such after being sanction~~
21 ~~screened. Such individual or entity shall be immediately removed from participating in any activity~~
22 ~~associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or~~
23 ~~sanction(s) to CONTRACTOR for services provided by ineligible person or individual.~~

24 #
25 ~~CONTRACTOR shall promptly return any overpayments within forty five (45) business days after the~~
26 ~~overpayment is verified by ADMINISTRATOR.~~

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

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

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~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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

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

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

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

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

12 ~~1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered~~
13 ~~Individuals relative to this Agreement.~~

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

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

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

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

23 ~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

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

32 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~

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1 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
2 accurately describes the services provided and must ensure compliance with all billing and
3 documentation requirements.

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

6 ~~5. CONTRACTOR shall promptly return any overpayments within forty five (45) business
7 days after the overpayment is verified by the ADMINISTRATOR.~~

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

14 **V. CONFIDENTIALITY**

15 ~~A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
16 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
17 regulations, including 42 USC §290dd 2 (Confidentiality of Records), as they now exist or may
18 hereafter be amended or changed.~~

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

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

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

~~B. Prior to providing any services pursuant to this Agreement, all members of the Board of~~

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

~~C. CONTRACTOR shall have in effect a system to protect client records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.~~

~~D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.~~

~~E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.~~

~~F. CONTRACTOR shall notify ADMINISTRATOR within twenty four (24) hours during a work week, of any suspected or actual breach of its computer system.~~

~~VI. COST REPORT~~

~~A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than forty five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.~~

~~1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated~~

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1 ~~Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to~~
2 ~~impose one or both of the following:~~

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

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

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

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

20 ~~_____ 4. In the event CONTRACTOR has multiple Agreements for mental health services that are~~
21 ~~administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost~~
22 ~~Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a~~
23 ~~consolidated Cost Report to COUNTY no later than five (5) business days following approval by~~
24 ~~ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

31 ~~_____ C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,~~
32 ~~less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set~~
33 ~~forth in the Agreement.~~

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36 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
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1 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
2 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
3 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
4 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
5 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
6 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect
7 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
8 COUNTY.

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

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

21 — F. All individual and/or consolidated Cost Reports shall contain the following attestation, which
22 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.

23 _____
Signed

24 _____
Name

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1 _____ Title _____
2 _____ Date _____"

4 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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33 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
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1 ~~— A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without~~
2 ~~prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s~~
3 ~~intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than~~
4 ~~sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or~~
5 ~~delegation in derogation of this paragraph shall be void.~~

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

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

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

20 #

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

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

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

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~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
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governing body of CONTRACTOR at one time.

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

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1 ~~Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales~~
2 ~~taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may~~
3 ~~contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not~~
4 ~~limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of~~
5 ~~Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be~~
6 ~~depreciated according to GAAP.~~

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

13 ~~— C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the~~
14 ~~cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment,~~
15 ~~means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.~~

16 Purchasing Agent/Designee Authorized Signature:

17 _____
18 Print Name

17 _____
18 Title

19 _____
20 Signature

19 _____
20 Date

21 ~~Title of expensed Equipment shall be vested with COUNTY.~~

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

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

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

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

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39 ~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
40 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
41 ~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
42 ~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

XII. INDEMNIFICATION AND INSURANCE

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

~~B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors~~

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1 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
2 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

27 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII
(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

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MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
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~~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:~~

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

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

~~b. A primary and non-contributing endorsement 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.~~

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

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

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

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

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

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

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

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

~~R. SUBMISSION OF INSURANCE DOCUMENTS~~

~~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~~

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1 ~~provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall~~
2 ~~have sole discretion to impose one or both of the following:~~

3 ~~_____ a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~
4 ~~pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the~~
5 ~~required COI and endorsements that meet the insurance provisions stipulated in this Agreement are~~
6 ~~submitted to ADMINISTRATOR.~~

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

11 ~~_____ c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from~~
12 ~~CONTRACTOR's monthly invoice.~~

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

16 **XIII. INSPECTIONS AND AUDITS**

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

27 ~~_____ B. CONTRACTOR shall actively participate and cooperate with any person specified in~~
28 ~~Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this~~
29 ~~Agreement, and shall provide the above mentioned persons adequate office space to conduct such~~
30 ~~evaluation or monitoring.~~

31 ~~_____ C. AUDIT RESPONSE~~

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33 ~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
34 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
35 ~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
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1 ~~1. Following an audit report, in the event of non-compliance with applicable laws and~~
2 ~~regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement~~
3 ~~as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement~~
4 ~~appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in~~
5 ~~writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.~~

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

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

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

22 **XIV. LICENSES AND LAWS**

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

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~~2021-22\K ADMIN\SR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19-~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

~~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.~~
- ~~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.~~

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- 1 ~~9. CCR, Title 22, Social Security.~~
- 2 ~~10. CFR, Title 42, Public Health.~~
- 3 ~~11. CFR, Title 45, Public Welfare.~~
- 4 ~~12. USC Title 42, Public Health and Welfare.~~
- 5 ~~13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.~~
- 6 ~~14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~
- 7 ~~15. 42 USC §1857, et seq., Clean Air Act.~~
- 8 ~~16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- 9 ~~17. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
- 10 ~~18. CCC §§56 through 56.37, Confidentiality of Medical Information.~~
- 11 ~~19. CCC §§1798.80 through 1798.84, Customer Records.~~
- 12 ~~20. CCC §1798.85, Confidentiality of Social Security Numbers.~~
- 13 ~~21. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse~~
- 14 ~~Master Plans.~~
- 15 ~~22. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.~~
- 16 ~~23. HSC, §11876, Narcotic Treatment Programs.~~
- 17 ~~24. HSC, §§123110 through 123149.5, Patient Access to Health Records.~~
- 18 ~~25. 2 CFR 230, Cost Principles for Nonprofit Organizations.~~
- 19 ~~26. 2 CFR 376, Nonprocurement, Debarment and Suspension.~~
- 20 ~~27. 41 CFR 50, Public Contracts and Property Management.~~
- 21 ~~28. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- 22 ~~29. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse~~
- 23 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
- 24 ~~grants.~~
- 25 ~~30. 45 CFR 93, New Restrictions on Lobbying.~~
- 26 ~~31. 45 CFR 96.127, Requirements regarding Tuberculosis.~~
- 27 ~~32. 45 CFR 96.132, Additional Agreements.~~
- 28 ~~33. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- 29 ~~34. 45 CFR 160, General Administrative Requirements.~~
- 30 ~~35. 45 CFR 162, Administrative Requirements.~~
- 31 ~~36. 45 CFR 164, Security and Privacy.~~
- 32 ~~37. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~

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MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY
2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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- 1 ~~38. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- 2 ~~39. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal~~
- 3 ~~Contracting and Financial Transactions.~~
- 4 ~~40. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;~~
- 5 ~~National Institute on Drug Abuse.~~
- 6 ~~41. 42 USC §§290aa through 290kk 3, Substance Abuse and Mental Health Services~~
- 7 ~~Administration.~~
- 8 ~~42. 42 USC §290dd 2, Confidentiality of Records.~~
- 9 ~~43. 42 USC §1320(a), Uniform reporting systems for health services facilities and~~
- 10 ~~organizations.~~
- 11 ~~44. 42 USC §§1320d through 1320d 9, Administrative Simplification.~~
- 12 ~~45. 42 USC §6101 et seq., Age Discrimination Act of 1975.~~
- 13 ~~46. 42 USC §2000d, Civil Rights Act of 1964.~~
- 14 ~~47. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for~~
- 15 ~~Co-Occurring Disorders, Mental Health Services Oversight and Accountability~~
- 16 ~~Commission, 1/17/08.~~
- 17 ~~48. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~
- 18 ~~Manual.~~
- 19 ~~49. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~
- 20 ~~Program Certification Standards, March 2004.~~
- 21 ~~50. Policies and procedures set forth in Mental Health Services Act.~~
- 22 ~~51. Policies and procedures set forth in DHCS Letters.~~
- 23 ~~52. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- 24 ~~53. 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200,~~
- 25 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for~~
- 26 ~~Federal Awards U.S. Department of Health and Human Services, National Institutes of~~
- 27 ~~Health (NIH), Grants Policy Statement (10/13).~~
- 28 ~~54. Trafficking Victims Protection Act of 2000, specifically section 106(g) of the Trafficking~~
- 29 ~~Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702.~~

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

~~A. Any written information or literature, including educational or promotional materials, distributed~~

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~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this
2 Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR
3 before distribution. For the purposes of this Agreement, distribution of written materials shall include,
4 but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media
5 such as the Internet.

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

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

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

20 — E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful
21 use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in
22 HSC, §11999.11999.3.

23 **XVI. MAXIMUM OBLIGATION**

24 — A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
25 agreements for Behavioral Health CalWORKs Services during Period One and Period Two are as
26 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with
27 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies.
It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of
these Aggregate Maximum Obligations.

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

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MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY
2021-22\K ADMIN\SR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC-FY 17-19-
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19

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~~XVII. MINIMUM WAGE LAWS~~

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

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

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

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~~#~~

~~XVIII. NONDISCRIMINATION~~

~~— A. EMPLOYMENT~~

~~1. During the term of this Agreement, CONTRACTOR and its Covered Individuals 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. 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~~

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1 for training, including apprenticeship.

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

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

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

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

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

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

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~~2021-22\K ADMIN\SR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
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1 ~~2. Providing any service or benefit to a client which is different or is provided in a different~~
2 ~~manner or at a different time from that provided to other clients.~~

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

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

8 ~~5. Assignment of times or places for the provision of services.~~

9 ~~C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all clients~~
10 ~~through a written statement that CONTRACTOR's and/or subcontractor's clients may file all~~
11 ~~complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and~~
12 ~~ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.~~

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

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

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

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

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

31 ~~E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall~~
32 ~~intimidate, coerce or take adverse action against any person for the purpose of interfering with rights~~

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~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 ~~secured by federal or state laws, or because such person has filed a complaint, certified, assisted or~~
2 ~~otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to~~
3 ~~enforce rights secured by federal or state law.~~

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

8 **XIX. NOTICES**

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

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

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

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

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

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

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

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

28 **XX. NOTIFICATION OF DEATH**

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

31 #

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35 ~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
36 ~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19-~~
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~~B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

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

~~2. WRITTEN NOTIFICATION~~

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

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

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

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~~

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1 ~~this Agreement, prepare, maintain and manage records appropriate to the services provided and in~~
2 ~~accordance with this Agreement and all applicable requirements, which include but are not limited to:~~

3 ~~1. California Code of Regulations Title 22, §§70751(e), 71551(e), 73543(a), 74731(d),~~
4 ~~75055(a), 75343(a), and 77143(a).~~

5 ~~2. State of California, Department of Health Care Services ASRS Manual.~~

6 ~~3. State of California, Department of Health Care Services DPFS Manual.~~

7 ~~4. California Health and Safety Code §123145.~~

8 ~~5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

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

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

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

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

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

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

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

~~G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance~~
~~with the terms of this Agreement and common business practices. If documentation is retained~~

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

10 #

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

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

18 **XXIII. RESEARCH AND PUBLICATION**

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

22 **XXIV. SEVERABILITY**

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

XXV. SPECIAL PROVISIONS

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

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 purposes:

- 2 ~~1. Making cash payments to intended recipients of services through this Agreement.~~
- 3 ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications~~
- 4 ~~and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use~~
- 5 ~~of appropriated funds to influence certain federal contracting and financial transactions).~~
- 6 ~~3. Fundraising.~~
- 7 ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
- 8 ~~CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.~~
- 9 ~~5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body~~
- 10 ~~for expenses or services.~~
- 11 ~~6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,~~
- 12 ~~subcontractors, and members of the Board of Directors or governing body, or its designee or authorized~~
- 13 ~~agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~
- 14 #
- 15 #
- 16 ~~7. Paying an individual salary or compensation for services at a rate in excess of the current~~
- 17 ~~Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary~~
- 18 ~~Schedule may be found at www.opm.gov.~~
- 19 ~~8. Severance pay for separating employees.~~
- 20 ~~9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building~~
- 21 ~~codes and obtaining all necessary building permits for any associated construction.~~
- 22 ~~10. Purchasing or improving land, including constructing or permanently improving any~~
- 23 ~~building or facility, except for tenant improvements.~~
- 24 ~~11. Satisfying any expenditure of non federal funds as a condition for the receipt of federal~~
- 25 ~~funds (matching).~~
- 26 ~~12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.~~
- 27 ~~13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or~~
- 28 ~~alcohol.~~
- 29 ~~14. Promoting the legalization of any drug or other substance included in Schedule 1 of the~~
- 30 ~~Controlled Substance Act (21 USC 812).~~
- 31 ~~15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic~~
- 32 ~~injection of any illegal drug.~~

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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1 ~~16. Assisting, promoting, or deterring union organizing.~~
 2 ~~17. Providing inpatient hospital services or purchasing major medical equipment.~~
 3 ~~B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR~~
 4 ~~shall not use the funds provided by means of this Agreement for the following purposes:~~
 5 ~~1. Funding travel or training (excluding mileage or parking).~~
 6 ~~2. Making phone calls outside of the local area unless documented to be directly for the~~
 7 ~~purpose of client care.~~
 8 ~~3. Payment for grant writing, consultants, certified public accounting, or legal services.~~
 9 ~~4. Purchase of artwork or other items that are for decorative purposes and do not directly~~
 10 ~~contribute to the quality of services to be provided pursuant to this Agreement.~~
 11 ~~5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
 12 ~~CONTRACTOR's clients.~~
 13 ~~C. Neither party shall be responsible for delays or failures in performance resulting from acts~~
 14 ~~beyond the control of the affected party. Such acts shall include, but not be limited to, acts of God, fire,~~
 15 ~~flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public~~
 16 ~~related utility, or governmental statutes or regulations imposed after the fact.~~

~~XXVI. STATUS OF CONTRACTOR~~

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

~~XXVII. TERM~~

~~A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~

~~C:\USERS\THU DO\DESKTOP\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
~~2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT~~
~~MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -~~
~~LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19~~

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

7
8 — B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend
9 or holiday may be performed on the next regular business day.

10 **XXVIII. TERMINATION**

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

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

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

- 19 — 1. The loss by CONTRACTOR of legal capacity.
- 20 — 2. Cessation of services.
- 21 — 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
22 another entity without the prior written consent of COUNTY.
- 23 — 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
24 required pursuant to this Agreement.

25 #
26 — 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
27 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
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

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MARIPOSA.DOCZ\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY
2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT
MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
LW.DOC «C CODE»«C CODE»MWC03-MACWS01BHKK19

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1 Agreement.

2 ~~D. CONTINGENT FUNDING~~

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

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

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

6 ~~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.~~

9 ~~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.~~

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

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

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

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

18 ~~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.~~

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

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

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

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

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

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

13 ~~**XXIX. THIRD PARTY BENEFICIARY**~~

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

17 ~~**XXX. WAIVER OF DEFAULT OR BREACH**~~

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

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

~~MARIPOSA WOMEN AND FAMILY CENTER~~

~~BY: _____ DATED: _____~~

~~TITLE: _____~~

~~BY: _____ DATED: _____~~

~~TITLE: _____~~

~~COUNTY OF ORANGE~~

~~BY: _____ DATED: _____~~

~~HEALTH CARE AGENCY~~

APPROVED AS TO FORM
~~OFFICE OF THE COUNTY COUNSEL~~

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1 ORANGE COUNTY, CALIFORNIA

2

3 BY: _____ DATED: _____

4 DEPUTY

5

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

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1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 BEHAVIORAL HEALTH CALWORKS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MARIPOSA WOMEN AND FAMILY CENTER
 8 JULY 1, 2017 THROUGH JUNE 30, 2019

9
 10 **I. COMMON TERMS AND DEFINITIONS**

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

13 ~~— 1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion~~
 14 ~~of the entry and evaluation documents into IRIS, and documentation that the clients are receiving~~
 15 ~~services at a level and frequency and duration that is consistent with each client’s level of impairment~~
 16 ~~and treatment goals and consistent with individualized, solution-focused, evidence-based practices.~~

17 ~~— 2. Admission means documentation, by CONTRACTOR, of completion of the entry and~~
 18 ~~evaluation documents into IRIS.~~

19 ~~— 3. Alcohol and Drug Abuse Unit of Service means a face to face contact which results in a~~
 20 ~~record of a therapeutic experience in a Client’s chart.~~

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

25 ~~— a. EBP means evidence based practices and refers to the interventions utilized for which~~
 26 ~~there is consistent scientific evidence showing they improved client outcomes and meets the following~~
 27 ~~criteria: it has been replicated in more than one geographic or practice setting with consistent results; it~~
 28 ~~is recognized in scientific journals by one or more published articles; it has been documented and put~~

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1 into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

2 ~~_____ b. Promising Practices means that experts believe the practices are likely to be raised to~~
3 ~~the next level when scientific studies can be conducted and is supported by some body of evidence,~~
4 ~~(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 ~~_____ c. Emerging Practices means that the practice(s) seems like a logical approach to~~
7 ~~addressing a specific behavior which is becoming distinct, recognizable among clients and clinicians in~~
8 ~~practice, or innovators in academia or policy makers; and at least one recognized expert, group of~~
9 ~~researchers or other credible individuals have endorsed the practice as worthy of attention based on~~
10 ~~outcomes; and finally, it produces specific outcomes.~~

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

14 ~~_____ 6. CalOMS means California Outcomes Measurement System and is a statewide Client based~~
15 ~~data collection and outcomes measurement system as required by the state to effectively manage and~~
16 ~~improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.~~

17 ~~_____ 7. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to~~
18 ~~protect children's welfare and to promote their healthy development in their family home. There are two~~
19 ~~types of Child Welfare Behavioral Health Services:~~

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

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

27 ~~_____ 8. CalWORKs Team means the COUNTY unit responsible for outreach, assessment, referral~~
28 ~~and network coordination for Clients enrolled in the Behavioral Health CalWORKs Services program.~~

29 ~~_____ 9. Case Management Linkage Brokerage means a process of identification, assessment of~~
30 ~~need, planning, coordination and linking, monitoring and continuous evaluation of client and of~~
31 ~~available resources and advocacy through a process of casework activities in order to achieve the best~~
32 ~~possible resolution to individual needs in the most effective way possible.~~

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1 ~~10. CAT means Centralized Assessment Team and provides 24 hour mobile response services~~
 2 ~~to any adult who has a psychiatric emergency. This program assists law enforcement, social service~~
 3 ~~agencies, and families in providing crisis intervention services for the mentally ill. CAT is a~~
 4 ~~multidisciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and~~
 5 ~~provides case management, linkage, follow ups for individuals evaluated.~~

6 ~~11. CESI and CEST mean Client Evaluation of Self at Intake and Client Evaluation of Self and~~
 7 ~~Treatment. They are self administered survey instruments designed to assess Clients' motivation for~~
 8 ~~change, engagement in treatment, social and peer support, and other psychosocial indicators of progress~~
 9 ~~in recovery.~~

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

12 ~~13. CSU means Crisis Stabilization Unit and refers to a psychiatric crisis stabilization program~~
 13 ~~that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are~~
 14 ~~experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric~~
 15 ~~evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a~~
 16 ~~designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.~~

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

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

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

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

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

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1 ~~19. Face to Face means an encounter between Client and provider where they are both~~
2 ~~physically present.~~

3 ~~20. Intake means the initial face to face meeting between a Client and CONTRACTOR's staff~~
4 ~~and includes an evaluation to determine if the client meets program criteria and is willing to seek~~
5 ~~services.~~

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

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

15 ~~23. Licensed Mental Health Professional means licensed physicians, licensed psychologist,~~
16 ~~licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed~~
17 ~~vocational nurses, and licensed psychiatric technicians.~~

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

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

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

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

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

~~b. Collateral means a significant support person in a beneficiary's life and is used to~~

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1 ~~define services provided to them with the intent of improving or maintaining the mental health status of~~
2 ~~the client.~~

3 ~~_____ c. Co-Occurring Integrated Treatment Model means, in evidence-based integrated~~
4 ~~treatment programs, clients who receive a combined treatment for mental illness and substance use~~
5 ~~disorders from the same practitioner or treatment team.~~

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

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

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

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

23 ~~//~~

24 ~~_____ 28. Mental Health Specialist refers to an individual who has a Bachelor's Degree and four years~~
25 ~~of experience in a mental health setting and who performs individual and group case management~~
26 ~~studies.~~

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

29 ~~_____ 30. Mental Health Worker means an individual who assists in planning, developing and~~
30 ~~evaluating mental health services for client; provide liaison between client and service providers; and~~
31 ~~has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social~~
32 ~~work, or has two (2) years of experience providing client related services to client experiencing mental~~
33 ~~health issues.~~

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1 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,
2 counseling, or social work may be substituted for up to one year of the experience requirement.

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

5 ~~32. MORS means Milestones of Recovery Scale and refers to a recovery scale that provides the
6 means of assigning client to their appropriate level of care and replaces the diagnostic and acuity of
7 illness based tools. The scale is used to create a map of the system by determining which milestone(s)
8 or level of recovery (based on the MORS) are the target groups for different programs across the
9 continuum of programs and services offered by COUNTY.~~

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

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

17 ~~35. Outreach means the outreach to potential Clients to link them to appropriate services and
18 may include activities that involve educating the community about the services offered and requirements
19 for participation in the programs.~~

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

26 ~~37. Pre Licensed Therapist means a person who has obtained a Master's Degree in Social Work
27 or MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring
hours for licensing. An individual's registration is subject to regulations adopted by the BBS.~~

~~38. Program Director means an individual who has complete responsibility for the day to day
function of the program. The Program Director is the highest level of decision making at a local
program level.~~

~~39. Recovery means a process of change through which individuals improve their health and~~

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1 ~~wellness, live a self directed life, and strive to reach their full potential, and identifies four major~~
2 ~~dimensions to support recovery in life:~~

3 ~~_____ a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and~~
4 ~~emotionally healthy way;~~

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

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

9 ~~_____ d. Community: Relationships and social networks that provides support, friendship, love,~~
10 ~~and hope.~~

11 ~~_____ 40. Referral means to send an individual to another person or place for services, help, advice,~~
12 ~~etc.~~

13 ~~_____ 41. SUD means substance use disorder and refers to a condition in which the use of one or~~
14 ~~more substances leads to a clinically significant impairment or distress per the DSM-5.~~

15 ~~_____ 42. Supervisory Review means ongoing clinical case reviews in accordance with procedures~~
16 ~~developed by ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment and to~~
17 ~~monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.~~
18 ~~Supervisory review is conducted by the program/clinic director or designee.~~

19 ~~_____ 43. Therapeutic Activity means activities such as individual counseling, groups, and self help~~
20 ~~groups. These activities shall incorporate best practices and evidence based approaches.~~

21 ~~_____ 44. Token means the security device which allows an individual user to access the COUNTY’s~~
22 ~~computer based IRIS.~~

23 ~~_____ 45. WRAP means Wellness Recovery Action Plan and refers to a client self help technique for~~
24 ~~monitoring and responding to symptoms to achieve the highest possible level of wellness, stability, and~~
25 ~~quality of life.~~

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

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1 #

2 **H. BUDGET**

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

6 Office of the County Counsel
Orange County, California

7 ADMINISTRATIVE COST

8 Cal
WO
RKs

Deputy County Counsel

9 ~~Indirect Costs~~ Print Name

9 \$
 10 152,
184

Title

11 ~~SUBTOTAL ADMINISTRATIVE COST~~

\$ ~~152,184~~

12 PROGRAM COST

14 ~~Salaries~~

\$714,771

15 ~~Benefits~~

94,657

16 ~~Services and Supplies~~

205,159

17 ~~Subcontractor~~

0

18 ~~SUBTOTAL PROGRAM COST~~

\$1,014,587

20 ~~TOTAL COST~~

\$1,166,771

22 REVENUE

23 ~~CalWORKs~~

\$1,166,771

24 ~~TOTAL REVENUE~~

\$1,166,771

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1
2 TOTAL MAXIMUM OBLIGATION \$1,166,771

3
4 ~~— B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in~~
5 ~~Subparagraph H.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen~~
6 ~~(15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final~~
7 ~~settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include~~
8 ~~operating income.~~

9
10 ~~— C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services~~
11 ~~provided pursuant to the Agreement, CONTRACTOR may make written application to~~
12 ~~ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the~~
13 ~~fees and insurance will be utilized exclusively to provide behavioral health services.~~
14 ~~ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by~~
15 ~~ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues~~
16 ~~#~~

17 ~~to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from~~
18 ~~private resources on behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.~~

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

30 ~~— E. FINANCIAL RECORDS — CONTRACTOR shall prepare and maintain accurate and complete~~
31 ~~financial records of its cost and operating expenses. Such records will reflect the actual cost of the type~~
32 ~~of service for which payment is claimed. Any apportionment of or distribution of costs, including~~
33 ~~indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will~~

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1 be made in accordance with GAAP and Medicare regulations. If applicable, the Client's eligibility
2 determination and fee charged to and collected from Clients, together with a record of all billings
3 rendered and revenues received from any source, on behalf of Client treated pursuant to the Agreement,
must be reflected in CONTRACTOR's financial records.

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

6 **III. PAYMENTS**

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

12 B. PAYMENT METHOD COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of
13 the services, less revenues that are actually received by CONTRACTOR provided, however, that the
14 total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoice
15 shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is
16 required by ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of each month.
Invoices received after the due date may not be paid within the same month. Payments to
CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
the correctly completed invoice form.

17 C. All payments are interim payments only, and subject to final settlement in accordance with the
18 Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual
19 cost of providing the services, which may include Indirect Administrative Costs, as identified in
20 Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payment
does not exceed the Maximum Obligation for each period as stated in the Referenced Contract
Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to
COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental
invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

11 **IV. REPORTS**

12 ~~— A. CONTRACTOR shall maintain records and make statistical reports as required by~~
13 ~~ADMINISTRATOR and the DHCS on forms provided by either agency.~~

14 ~~— B. FISCAL~~

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

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

~~— C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.~~

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1 ~~These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a~~
2 ~~minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A~~
3 ~~to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or~~
4 ~~termination date and any other pertinent information as may be required by ADMINISTRATOR. The~~
5 ~~reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following~~
6 ~~the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total~~
7 ~~extension will not exceed more than five (5) calendar days.~~

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

- 12 ~~1. The Behavioral Health Response (BHR) report shall include, but may not be limited to:~~
 - 13 ~~a. Total number of treatment hours provided by CONTRACTOR.~~
 - 14 ~~b. Treatment participation and progress and the expected date of impairment resolution.~~
 - 15 ~~c. Outcome measurements including:~~
 - 16 ~~1) Resolved impairments~~
 - 17 ~~2) Progress towards Welfare To Work Goals~~
 - 18 ~~3) Employment~~
 - 19 ~~4) CalWORKs enrollment discontinuance~~
- 20 ~~2. The BHR shall be thoroughly and accurately completed for each Client upon completion of~~
21 ~~intake assessment, discharge, and for each month of service. These reports are reviewed by~~
22 ~~CONTRACTOR's supervisor.~~
 - 23 ~~a. Initial Assessment BHR report shall be completed and submitted to the COUNTY~~
24 ~~CalWORKs Team within two (2) working days of assessment completion.~~
 - 25 ~~b. Discharge BHR report shall be completed and submitted to the COUNTY CalWORKs~~
26 ~~Team within two (2) working days of case discharge.~~
 - 27 ~~c. Monthly BHR report shall be completed and submitted to the COUNTY CalWORKs~~
28 ~~Team by the seventh (7th) calendar day of the month following the report month.~~
- 29 ~~3. Monthly Contract Report shall contain data such as, but not limited to, Count of~~
30 ~~Admissions, Discharges, End of the Month Caseloads, Units of Service, Welfare To Work (WTW)~~
31 ~~status for open cases, and staffing and program updates. The report shall be submitted to~~
32 ~~ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.~~

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1 ~~4. Monthly Services Report shall contain data such as, but not limited to, services provided~~
2 ~~and performance measures including Intakes, Treatment Services, Case Management, Treatment Hours,~~
3 ~~Impairment Resolution Status, Discharges, and Outcomes. This report shall be submitted by the tenth~~
4 ~~(10th) calendar day of the month following the report month.~~

5 ~~5. Child Care Log shall be completed and kept by CONTRACTOR. Information on the log~~
6 ~~shall include the name of CalWORKs Client, name of child/children, date and time signed in, date and~~
7 ~~time signed out and name of childcare worker. ADMINISTRATOR may request a copy of the Log at~~
8 ~~any time.~~

9 ~~6. For CalWORKs Child Welfare Behavioral Health Services cases, the following reports~~
10 ~~shall be completed and submitted to the SSA Children and Family Services Social Worker.~~

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

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

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

17 ~~E. CESI and CEST CONTRACTOR shall ensure that CESI and CEST surveys are completed by~~
18 ~~designated Clients, timely and accurately, and that the surveys contain CONTRACTOR's provider~~
19 ~~number, Client ID number, responses to all psychosocial questions, responses for other important Client~~
20 ~~and CONTRACTOR information, and fields are filled and/or marked appropriately.~~

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

24 ~~2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client~~
25 ~~files.~~

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

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

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~~G. CONTRACTOR shall ensure that appropriate comments are entered into SSA's CalWIN data system at a minimum of once a month, and otherwise as directed by ADMINISTRATOR.~~

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

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

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

~~**V. SERVICES**~~

~~**A. FACILITY**~~

~~1. FACILITY LOCATION CONTRACTOR shall maintain facilities which meet the minimum requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by COUNTY at the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR:~~

Mariposa Women and Family Center	Mariposa Women and Family Center	812 Town and Country Road	Signature	29222	Date
Orange, CA 92868	San Juan Capistrano, CA 92675				

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~~2. FACILITY STANDARDS~~ The facilities shall meet the following standards:

~~a. The facility shall include space to support the services identified within the Agreement.~~

~~b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients unable to participate during normal business hours.~~

#

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

~~d. The Facilities shall:~~

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

- ~~a) Mental Health Services~~
- ~~b) Crisis Intervention Services~~
- ~~c) Case Management Services~~
- ~~d) Substance Abuse Services~~

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

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

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

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

~~6) Be accessible to persons with disabilities; and~~

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

~~B. INDIVIDUALS TO BE SERVED~~

~~1. CONTRACTOR shall provide services to all qualified CalWORKs Clients, as listed below, living in Orange County.~~

~~a. WTW participants who are 18 years of age or older.~~

~~b. WTW pregnant and custodial teen parents.~~

~~c. Non WTW participants whose personal and family needs are challenged by emergent or extraordinary circumstances.~~

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

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

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1 ~~_____ b. Person referred by COUNTY CalWORKs Team for mental health services.~~

2 ~~_____ C. PROGRAM SERVICES _____ CONTRACTOR shall provide comprehensive behavioral health~~
3 ~~services to referred CalWORKs Clients. When appropriate, all services to CalWORKs Clients shall be~~
4 ~~vocationally oriented. It is understood by the parties that Clients in the CalWORKs program may have~~
5 ~~one or more behavioral health problems, for example, mental health, substance use, or co-occurring~~
6 ~~disorders, and other issues such as domestic violence and/or child welfare that may impair their ability~~
7 ~~to successfully obtain and maintain employment.~~

8 ~~_____ 1. OUTREACH & ENGAGEMENT ACTIVITIES _____ CONTRACTOR shall perform outreach~~
9 ~~and engagement activities for the purpose of encouraging Clients who have been referred for treatment.~~
10 ~~Such outreach and engagement activities may include, but are not limited to, phone calls, outreach~~
11 ~~letters, home visits, and collaborate with SSA CalWORKs workers.~~

12 #

13 ~~_____ 2. ASSESSMENT AND EVALUATION SERVICES _____ CONTRACTOR shall provide an~~
14 ~~evaluation of the Client's mental status, community functioning and vocational abilities.~~

15 ~~_____ 3. BEHAVIORAL HEALTH EDUCATION _____ CONTRACTOR shall provide a series of~~
16 ~~classes designed to educate Clients about the relationship between their mental illness and/or substance~~
17 ~~abuse symptoms and the ability to function.~~

18 ~~_____ 4. INDIVIDUAL, COUPLES AND FAMILY THERAPY _____ CONTRACTOR shall provide~~
19 ~~therapeutic interventions consistent with the treatment plan and the Client's vocational goals.~~
20 ~~CONTRACTOR shall provide such services to Clients either individually, or with the Client's~~
21 ~~significant other, or to a Client's family.~~

22 ~~_____ 5. GROUP THERAPY _____ CONTRACTOR shall provide therapy to Clients determined~~
23 ~~appropriate for group services. CONTRACTOR shall establish groups as appropriate to meet the needs~~
24 ~~of these Clients. Groups for Clients may include, but not be limited to, effect of substance use,~~
25 ~~recovery, relapse prevention, co-occurring disorders, coping skills, life skills, communication skills,~~
26 ~~women's issues, domestic violence, parenting skills/issues and job retention. Parenting classes or~~
27 ~~groups shall be provided pursuant to the CalWORKs Parenting Curriculum which meets the state~~
28 ~~Welfare and Institution Code and COUNTY standards.~~

29 ~~_____ 6. CO-OCCURRING DISORDER _____ CalWORKs Clients referred to CONTRACTOR may~~
30 ~~have a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients~~
31 ~~shall not be a factor in CONTRACTOR's acceptance of these Clients; therefore, CONTRACTOR shall~~
32 ~~be expected to provide services to Clients with either a primary diagnosis of mental illness or a primary~~
33 ~~diagnosis of substance use disorder.~~

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1 diagnosis of substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery
2 services to such Clients and ensure that such services address the relationship between these two (2)
3 diagnoses. CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-
4 occurring, but are then determined not to have a mental health illness. CONTRACTOR shall ensure that
any such Client receives appropriate substance use disorder services.

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

7 ~~a. CONTRACTOR shall serve both the victim and the perpetrator when the family is
8 working to stay together or reunify.~~

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

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

13 ~~8. LINKAGES AND REFERRALS~~ CONTRACTOR shall provide comprehensive
14 information related to community resources and support services such as self help groups, social
15 services, rehabilitation, vocational and job training or other appropriate services as needed. Based on
16 individual need, CONTRACTOR shall provide referrals and link Clients to such services throughout the
17 course of treatment and prior to discharge.

18 ~~9. CASE MANAGEMENT~~ CONTRACTOR shall provide Case Management services which
19 include the process of identification, assessment of need, planning, coordination and linkage, monitoring
20 and continuous evaluation of Client and of available resources, and advocacy through a process of
21 casework activities in order to achieve the best possible resolution to individual needs in the most
22 effective way possible.

23 ~~10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES~~ CONTRACTOR
24 shall provide therapeutic interventions to protect children's welfare and promote their healthy
25 development in their family home. CONTRACTOR shall coordinate services with the assigned SSA's
26 CalWORKs worker and Children and Family Services Social Worker. CONTRACTOR shall acquire
27 the appropriate Release of Information forms and complete the required Program reports as listed in the
Reports Paragraph of this Exhibit A to the Agreement.

~~11. CRISIS INTERVENTION~~ CONTRACTOR shall provide crisis intervention services to
or on behalf of a Client for a condition that requires more timely response than a regularly scheduled

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1 visit. CONTRACTOR shall provide services to assist Clients to deal with life stressors that severely
2 impair their functioning and/or jeopardize the health and safety of themselves, their family, or others.

3 ~~12. CHILD CARE~~ CONTRACTOR shall make available onsite child care services to
4 facilitate participation in program services.

5 ~~13. TRANSPORTATION~~ CONTRACTOR shall provide bus passes or other means of
6 transportation to Clients in need of transportation in order to attend treatment appointments and access
7 services.

8 ~~14. COLLABORATION~~ CONTRACTOR shall establish and maintain productive working
9 relationships with the COUNTY CalWORKs Team, SSA CalWORKs workers and SSA partners in
10 order to help Clients meet their WTW plan and/or other CalWORKs requirements. Each full time
11 clinician/counselor providing direct services to Clients shall spend, at a minimum, four (4) hours per
12 week at the regional SSA CalWORKs office to provide services to Clients, coordinate services with
13 SSA CalWORKs workers, review CalWORKs case information and WTW status, enter comments in
14 SSA CalWIN system, etc. As needed, CONTRACTOR shall participate in collaborative meetings at
15 SSA including but not be limited to Children & Family Services Team Decision Making, and/or
16 CalWORKs Multidisciplinary Team meetings.

17 ~~D. PERFORMANCE OUTCOMES:~~

18 ~~1. At least seventy five percent (75%) of Client intakes (i.e., first face to face intake
19 assessment) are within two weeks of the admit date. Admit date in the Behavioral Health CalWORKs
20 Services Program is the date of the first service (e.g., first phone call to the Client, first outreach letter,
21 etc.).~~

22 #

23 ~~2. At least eighteen percent (18%) of Clients served will start employment, employment
24 training, and/or educational activities each month.~~

25 ~~3. At least thirty eight percent (38%) of Clients served will have "Employment Activities"
26 CalWORKs/WTW status at time of discharge.~~

27 ~~4. At least thirty eight percent (38%) of Clients served will have "Employment Preparation
28 Activities" CalWORKs/WTW status at time of discharge.~~

29 ~~5. At least fifty percent (50%) of Clients will have either a "Resolved" or "Partially Resolved"
30 impairment resolution status at time of discharge.~~

31 ~~6. For all substance use or co-occurring disorder cases, CONTRACTOR shall obtain from
32 eighty percent (80%) of Clients, the completed CESI at the time of intake, and the completed CEST at~~

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1 ~~ninety (90) days, six (6) months, annually, and at completion of treatment.~~

2 ~~E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES~~

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

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

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

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

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

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

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

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

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

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

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

27 #

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

~~H. CONTRACTOR shall provide initial and on-going training and staff development, as requested~~

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1 ~~by ADMINISTRATOR.~~

2 ~~— I. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and~~
3 ~~practice. All statistical data used to monitor CONTRACTOR shall be compiled using IRIS reports or~~
4 ~~other COUNTY CalWORKs reports, if available, and if applicable.~~

5 ~~— J. CONTRACTOR, including each employee that provides services under the Agreement, shall~~
6 ~~obtain an NPI upon commencement of the Agreement or prior to providing services under the~~
7 ~~Agreement. All HIPAA covered health care providers, individuals and organizations must obtain a NPI~~
8 ~~for use to identify themselves in HIPAA standard transactions.~~

9 ~~— K. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by~~
10 ~~ADMINISTRATOR, all NPI as soon as they are available.~~

11 ~~— L. CONTRACTOR shall provide the NPP to all Clients who receive services under the Agreement~~
12 ~~at the time of the first service.~~

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

18 ~~— N. CONTRACTOR shall provide effective Administrative management of the budget, staffing,~~
19 ~~recording, and reporting portion of the Agreement with the COUNTY, including but not limited to the~~
20 ~~following. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must~~
21 ~~ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated~~
22 ~~responsibilities.~~

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

25 ~~2. Maximize the use of the allocated funds;~~

26 ~~3. Ensure timely and accurate reporting of monthly expenditures;~~

27 ~~4. Maintain appropriate staffing levels;~~

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

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

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephone communication between key staff and the Contract and~~
~~Program Administrators; and~~

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1 ~~9. Act quickly to identify and solve problems.~~
 2 ~~O. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.~~
 3 ~~P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 4 ~~Services Paragraph of this Exhibit A to the Agreement.~~

5 **VI. STAFFING**

6 ~~A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,~~
 7 ~~and members of the Board of Directors which will include, but not be limited to, standards related to the~~
 8 ~~use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and~~
 9 ~~conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the~~
 10 ~~Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set~~
 11 ~~forth in the Code of Conduct.~~

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

18 ~~C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold~~
 19 ~~languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.~~
 20 ~~All clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical~~
 21 ~~staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless~~
 22 ~~ADMINISTRATOR consents, in writing, to the filling of those positions with non bilingual staff.~~
 23 ~~Salary savings resulting from such vacant positions may not be used to cover costs other than salaries~~
 24 ~~and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.~~

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

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

30 ~~F. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs~~
 31 ~~continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty~~

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1 ~~(40) hours work per week.~~

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PROGRAM	FTEs
5 — Regional Director	0.00
6 — Program Director	1.00
7 — Agency Program Administrator	1.00
8 — Office Manager	0.00
9 — Office Assistant	0.00
10 — Clerical Support Staff	1.80
11 — Front Desk Staff	0.40
12 — Case Aide	0.00
13 — Child Care Provider	1.80
14 — Data Analyst	0.00
15 — Quality Assurance	1.60
16 — Clinical Supervisor	0.50
17 — Site Supervisor	0.00
18 — Clinician	0.00
19 — Bilingual Clinician	0.00
20 — Counselor	2.00
21 — Bilingual Counselor	3.00
22 — Case Manager	0.00
23 — Employment Specialist	1.00
24 SUBTOTAL PROGRAM	14.10
25 TOTAL FTEs	14.10

23 ~~G. WORKLOAD STANDARDS~~

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

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1 Clients per clinical/counseling FTE, and provide a minimum of seven thousand two hundred (7,200)
2 DSH. The parties understand that program caseload is dependent upon COUNTY CalWORKs Team
3 referrals. The parties understand further that ADMINISTRATOR will review services provided
quarterly and upon mutual written agreement, units of service may be adjusted.

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

5 ~~3. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per~~
6 ~~FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct service time which may~~
7 ~~include mental health, substance abuse, case management and crisis intervention. CONTRACTOR~~
8 ~~understands and agrees that this is a minimum standard and shall make every effort to exceed this~~
9 ~~minimum.~~

10 ~~4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of face-to-face~~
11 ~~contacts.~~

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

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

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

21 ~~J. All clinical staff providing treatment services shall be either licensed, registered interns, such as~~
22 ~~Associate Clinical Social Workers, MFT Interns, Professional Clinical Counselor Interns, and/or~~
23 ~~certified in accordance with state DHCS requirements and professional guidelines, as applicable.~~
24 ~~CalWORKs staffing shall require that a sufficient number of clinical staff be licensed in order to meet~~
25 ~~program needs.~~

26 ~~J. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who~~
27 ~~are either licensed (LCSW, MFT or psychologist) or registered interns, such as Associate Clinical Social~~
Workers or MFT Interns, or possess a Master's Degree in either psychology, sociology, social work, or
related field with one (1) to two (2) years' experience in the human services fields.

K. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, MFT
or psychologist) or registered interns, such as Associate Clinical Social Workers or MFT Interns, or

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1 possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to
2 two (2) years' experience in the human services fields.

3 ~~L. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
4 approval of ADMINISTRATOR.~~

5 ~~1. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10)
6 hours of face to face psychotherapy by interns or consistent with school or licensing Board
7 requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
8 descriptions or work contracts.~~

9 ~~2. An intern is an individual enrolled in an accredited graduate program accumulating
10 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
11 Acceptable graduate programs include all programs that assist the student in meeting the educational
12 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.~~

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

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

20 ~~N. CONTRACTOR shall provide pre-employment screening of any staff person providing any
21 service pursuant to the Agreement.~~

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

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

25 ~~b. No person shall have been convicted of an arson offense — Violation of Penal Code
26 sections 451, 451.1, 452, 452.1, 453, 454, or 455;~~

27 ~~c. No person shall have been convicted of any violent felony as defined in Penal Code
section 667.5, which involve doing bodily harm to another person, for which the staff member was
convicted within five years prior to employment;~~

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

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

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MARIPOSA.DOCXX:\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
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~~f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or Clients at another treatment facility.~~

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

~~O. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.~~

~~P. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider Training and Annual Compliance Training.~~

~~Q. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

~~R. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

~~S. TOKENS ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access the IRIS at no cost to the CONTRACTOR.~~

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

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

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

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

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

~~5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require~~

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1 ~~access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

2 ~~6. CONTRACTOR shall reimburse the ADMINISTRATOR for Tokens lost, stolen, or~~
3 ~~damaged through acts of negligence.~~

4 ~~T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
5 ~~Staffing Paragraph of this Exhibit A to the Agreement.~~

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 BEHAVIORAL HEALTH CALWORKS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MARIPOSA WOMEN AND FAMILY CENTER
 8 JULY 1, 2017 THROUGH JUNE 30, 2019

9 I. BUSINESS ASSOCIATE CONTRACT

10 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in

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 2021-22\K ADMIN\ASR\ATTACHMENT E- REDLINE 2ND AMENDMENT
 MARIPOSA.DOCXX\CONTRACTS - 2017 -\2017-2019\BH\BH CALWORKS-MWC FY 17-19 -
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1 ~~Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the~~
2 ~~covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the~~
3 ~~terms of this Business Associate Contract and the applicable standards, implementation specifications,~~
4 ~~and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,~~

5 ~~#~~
6 ~~with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed~~
7 ~~pursuant to the Agreement.~~

8 ~~B. DEFINITIONS~~

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

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

15 ~~a. Breach excludes:~~

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

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

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

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

31 ~~1) The nature and extent of the PHI involved, including the types of identifiers and the~~
32 ~~likelihood of re-identification;~~

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34 ~~MARIPOSA.DOCZ:\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\CALWORKS\MARIPOSA\FY~~
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- 1 ~~2) The unauthorized person who used the PHI or to whom the disclosure was made;~~
- 2 ~~3) Whether the PHI was actually acquired or viewed; and~~
- 3 ~~4) The extent to which the risk to the PHI has been mitigated.~~
- 4 ~~3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy~~
- 5 ~~Rule in 45 CFR § 164.501.~~
- 6 ~~4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45~~
- 7 ~~CFR § 164.501.~~
- 8 ~~5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in~~
- 9 ~~45 CFR § 160.103.~~
- 10 #
- 11 ~~6. "Health Care Operations" shall have the meaning given to such term under the HIPAA~~
- 12 ~~Privacy Rule in 45 CFR § 164.501.~~
- 13 ~~7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in~~
- 14 ~~45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance~~
- 15 ~~with 45 CFR § 164.502(g).~~
- 16 ~~8. "Physical Safeguards" are physical measures, policies, and procedures to protect~~
- 17 ~~CONTRACTOR's electronic information systems and related buildings and equipment, from natural~~
- 18 ~~and environmental hazards, and unauthorized intrusion.~~
- 19 ~~9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually~~
- 20 ~~Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.~~
- 21 ~~10. "PHI" shall have the meaning given to such term under the HIPAA regulations in~~
- 22 ~~45 CFR § 160.103.~~
- 23 ~~11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy~~
- 24 ~~Rule in 45 CFR § 164.103.~~
- 25 ~~12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or~~
- 26 ~~his or her designee.~~
- 27 ~~13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,~~
- 28 ~~modification, or destruction of information or interference with system operations in an information~~
- 29 ~~system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,~~
- 30 ~~"pings", or unsuccessful attempts to penetrate computer networks or servers maintained by~~
- 31 ~~CONTRACTOR.~~
- 32 ~~14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of~~

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1 ~~electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.~~

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

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

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

10 ~~18. "Use" shall have the meaning given to such term under the HIPAA regulations in~~
11 ~~45 CFR § 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~~
21 ~~45 CFR Part 164 with respect to ePHI 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.~~
28 ~~CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below~~
29 ~~and as required by 45 CFR § 164.410.~~

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

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

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

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

15 ~~10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to~~
16 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,~~
17 ~~and to make information related to such Disclosures available as would be required for COUNTY to~~
18 ~~respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with~~
19 ~~45 CFR § 164.528.~~

20 #

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

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

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

32 ~~14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a~~

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

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

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

25 #

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

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

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

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1 ~~B.2.a. above.~~

2 ~~— D. SECURITY RULE~~

3 ~~1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish~~
4 ~~and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~
5 ~~45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to~~
6 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.~~
7 ~~CONTRACTOR shall develop and maintain a written information privacy and security program that~~
8 ~~includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of~~
9 ~~CONTRACTOR's operations and the nature and scope of its activities.~~

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

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

19 ~~a. Complying with all of the data system security precautions listed under Subparagraph~~
20 ~~E., below;~~

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

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

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

30 #

31 ~~5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it~~
32 ~~becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with~~

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1 Subparagraph E. below and as required by 45 CFR § 164.410.

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

4 ~~E. DATA SECURITY REQUIREMENTS~~

5 ~~1. Personal Controls~~

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

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

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

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

31 ~~2. Technical Security Controls~~

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

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

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

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

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

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

32 ~~_____ g. User IDs and Password Controls. All users must be issued a unique user name for~~

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1 ~~accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,~~
2 ~~or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password~~
3 ~~changed upon the transfer or termination of an employee with knowledge of the password, at maximum~~
4 ~~within twenty four (24) hours. Passwords are not to be shared. Passwords must be at least eight~~
5 ~~characters and must be a non-dictionary word. Passwords must not be stored in readable format on the~~
6 ~~computer. Passwords must be changed every ninety (90) calendar or business days, preferably every~~
7 ~~sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.~~

6 #

7 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
8 the standard keyboard:

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

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

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

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

27 _____ k. System Logging. The system must maintain an automated audit trail which can
identify the user or system process which initiates a request for PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
or which alters such PHI. The audit trail must be date and time stamped, must log both successful and

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1 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
2 database, database logging functionality must be enabled. Audit trail data must be archived for at least
3 three (3) years after occurrence.

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

7 ~~m. Transmission encryption. All data transmissions of PHI COUNTY discloses to~~
8 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~
9 ~~outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is~~
10 ~~128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files~~
11 ~~containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as~~
12 ~~website access, file transfer, and E-Mail.~~

13 #

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

18 ~~3. Audit Controls~~

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

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

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

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

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

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

13 ~~_____ 5. Paper Document Controls~~

14 ~~_____ a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR~~
15 ~~creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left~~
16 ~~unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means~~
17 ~~that information is not being observed by an employee authorized to access the information. Such PHI~~
18 ~~#~~
19 ~~in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in~~
20 ~~baggage on commercial airplanes.~~

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

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

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

30 ~~_____ e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or~~
31 ~~CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left~~
32 ~~unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement~~

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1 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
2 intended recipient before sending the fax.

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

10 ~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

30 ~~1) A brief description of what happened, including the date of the Breach and the date~~
31 ~~of the discovery of the Breach, if known;~~

32 ~~2) A description of the types of Unsecured PHI that were involved in the Breach (such~~

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1 as whether full name, social security number, date of birth, home address, account number, diagnosis,
2 disability code, or other types of information were involved);

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

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

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

7 ~~_____ 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
8 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
9 COUNTY.~~

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

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

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

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

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

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~~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 CONTRACTOR.~~

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

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

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

~~H. PROHIBITED USES AND DISCLOSURES~~

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

~~2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI~~

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~~COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).~~

~~I. OBLIGATIONS OF COUNTY~~

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

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

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

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

~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

~~c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit~~

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1 further Uses and Disclosures of such PHI to those purposes that make the return or destruction
infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
MARIPOSA WOMEN AND FAMILY CENTER
JULY 1, 2017 THROUGH JUNE 30, 2019

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

— A. DEFINITIONS

— 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "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 SSA and CHHS.

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

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

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

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

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

— 9. "Required by law" means a mandate contained in law that compels an entity to

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

~~b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative,~~

~~technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current policies upon request.~~

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

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

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

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

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

~~_____ 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 CIPA 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 Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B 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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