

1 AGREEMENT FOR PROVISION OF  
2 ADULT IN-HOME CRISIS STABILIZATION SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

7 JULY 1, 2018 THROUGH JUNE 30, ~~2020~~2021

8  
9 THIS AGREEMENT entered into this 1st day of July 2018 (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ORANGE  
11 COUNTY CHILD ABUSE PREVENTION CENTER, INC., a California non-profit corporation  
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as  
13 "Party" or collectively as "Parties". This Agreement shall be administered by the County of Orange  
14 Health Care Agency (ADMINISTRATOR).  
15

16 **W I T N E S S E T H:**

17  
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult In-Home  
19 Crisis Stabilization Services described herein to the residents of Orange County; and

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

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

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ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2018 through June 30, 2020

Period One means the period from July 1, 2018 through June 30, 2019

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

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

**Maximum Obligation:**

Period One Maximum Obligation: \$1,406,250

Period Two Maximum Obligation 1,875,000

Period Three Maximum Obligation 1,875,000

TOTAL MAXIMUM OBLIGATION: \$3,281,250

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 80-469-7696

**CONTRACTOR TAX ID Number:** 33-0013237

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Scott Trotter  
Executive Director  
Orange County Child Abuse Prevention Center, Inc.  
2390 E. Orangewood Avenue, Suite 300  
Anaheim, CA 92806

1 strotter@brightfutures4kids.org

2 //

3 //

#### 4 **I. ACRONYMS**

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

7	A. ARRA	American Recovery and Reinvestment Act
8	B. ASRS	Alcohol and Drug Programs Reporting System
9	C. AES	Advanced Encryption Standard
10	D. BCP	Business Continuity Plan
11	E. CCC	California Civil Code
12	F. CCR	California Code of Regulations
13	G. CD/DVD	Compact Disc/Digital Video or Versatile Disc
14	H. CEO	County Executive Office
15	I. CFR	Code of Federal Regulations
16	J. CIPA	California Information Practices Act
17	K. CHPP	COUNTY HIPAA Policies and Procedures
18	L. CHHS	California Health and Human Services Agency
19	M. CHS	Correctional Health Services
20	N. CMPPA	Computer Matching and Privacy Protection Act
21	O. COI	Certificate of Insurance
22	P. D/MC	Drug/Medi-Cal
23	Q. DHCS	Department of Health Care Services
24	R. DoD	US Department of Defense
25	S. DPFS	Drug Program Fiscal Systems
26	T. DRP	Disaster Recovery Plan
27	U. DRS	Designated Record Set
28	V. DSM	Diagnostic and Statistical Manual of Mental Disorders
29	W. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
30	X. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
31	Y. FTE	Full Time Equivalent
32	Z. E-Mail	Electronic Mail
33	AA. EHR	Electronic Health Records
34	AB. ePHI	Electronic Protected Health Information
35	AC. FIPS	Federal Information Processing Standards

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ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

1	AD. GAAP	Generally Accepted Accounting Principles
2	AE. HCA	Health Care Agency
3	AF. HHS	Health and Human Services
4	AG. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
5		Law 104-191
6	AH. HSC	California Health and Safety Code
7	AI. ID	Identification
8	AJ. IEA	Information Exchange Agreement
9	AK. IRIS	Integrated Records and Information System
10	AL. ISO	Insurance Services Office
11	AM. MHP	Mental Health Plan
12	AN. NIST	National Institute of Standards and Technology
13	AO. NPI	National Provider Identifier
14	AP. NPP	Notice of Privacy Practices
15	AQ. OCJS	Orange County Jail System
16	AR. OCPD	Orange County Probation Department
17	AS. OCR	Office for Civil Rights
18	AT. OCSD	Orange County Sheriff's Department
19	AU. OIG	Office of Inspector General
20	AV. OMB	Office of Management and Budget
21	AW. OPM	Federal Office of Personnel Management
22	AX. PA DSS	Payment Application Data Security Standard
23	AY. PC	State of California Penal Code
24	AZ. PCI DSS	Payment Card Industry Data Security Standard
25	BA. PHI	Protected Health Information
26	BB. PI	Personal Information
27	BC. PII	Personally Identifiable Information
28	BD. P&P	Policy and Procedure
29	BE. PRA	Public Record Act
30	BF. SIR	Self-Insured Retention
31	BG. SSA	County of Orange Social Services Agency
32	BH. HITECH Act	The Health Information Technology for Economic and Clinical Health
33		Act, Public Law 111-005
34	BI. USC	United States Code
35	BJ. UOS	Units of Service

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ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

1 BK. WIC State of California Welfare and Institutions Code

2  
3 **II. ALTERATION OF TERMS**

4 A. This Agreement, together with ~~Exhibits~~ Exhibit(s) A, B, and C, attached hereto and incorporated  
5 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
6 subject matter of this Agreement.

7 #  
8 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of, the terms of  
9 this Agreement or any Exhibits, whether written or verbal, made by the parties, or their officers, employees  
10 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has  
11 been formally approved and executed by both parties.

12  
13 **III. ASSIGNMENT OF DEBTS**

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

21  
22 **IV. COMPLIANCE**

23 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
24 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  
28 General Compliance and Annual Provider Trainings.

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
30 ~~Compliance Program, Code~~ compliance program, code of ~~Conduct~~ conduct and any  
31 ~~Compliance~~ compliance related policies and procedures. CONTRACTOR's ~~Compliance Program,~~  
32 ~~Code~~ compliance program, code of ~~Conduct~~ conduct and any related policies and procedures shall be  
33 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
34 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph ~~IV~~  
35 ~~(COMPLIANCE)~~ to this Agreement. These elements include:



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

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

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

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

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

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

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

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

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

35 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 36

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

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

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

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

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

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

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

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

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

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

35 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
 36

1 Individuals relative to this Agreement. This includes compliance with federal and state healthcare  
 2 program regulations and procedures or instructions otherwise communicated by regulatory agencies;  
 3 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

13 E. ~~MEDICAL~~MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE  
 14 STANDARDS

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

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

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

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

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

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

33 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
 34 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
 35 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,

1 §1810.410.subds. (c)- (d).

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

8  
9 **V. CONFIDENTIALITY**

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

13 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement  
14 are ~~elients~~Clients of the Orange County Mental Health services system, and therefore it may be necessary  
15 for authorized staff of ADMINISTRATOR to audit ~~elient~~Client files, or to exchange information  
16 regarding specific ~~elients~~Clients with COUNTY or other providers of related services contracting with  
17 COUNTY.

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

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

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

32 #

33 **VI. ~~COST REPORT~~ CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
35 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall

1 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
 2 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited  
 3 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing  
 4 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to  
 5 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

## 7 VII. COST REPORT

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

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

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

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

33 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
 34 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
 35 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
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37 X:\ASR\BEHAVIORAL HEALTH\MA-042-19010014\_ORANGE COUNTY CHILD ABUSE CENTER, INC. DBA PREVENTION CENTER\_ADULT IN-  
HOME CRISIS STABILIZATION SERVICES\_FY 18-20\_3RD AMENDMENT\_REDLINE.DOCX~~X:\CONTRACTS-2018-2018-2020\BH\ADULT IN-~~  
~~HOME CRISIS STABILIZATION SERVICES\_FY 18-20-JC.DOC~~ OCC06BHKK20

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

1 unreasonably denied.

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

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

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

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

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

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

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

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

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

15  
16 Signed \_\_\_\_\_  
17 Name \_\_\_\_\_  
18 Title \_\_\_\_\_  
19 Date \_\_\_\_\_"

20 #  
21 #

22 **VIII~~VII~~. DEBARMENT AND SUSPENSION CERTIFICATION**

23 A. CONTRACTOR certifies that it and its principals:

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

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

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

35 4. Have not within a three-year period preceding this Agreement had one or more public  
36



1 transactions (federal, state, or local) terminated for cause or default.

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

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

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

### 12 **IXVIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

31 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
32 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
33 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
34 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
35 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
36

1 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

35 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status

1 with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is  
2 also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation  
3 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance  
4 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that  
5 may arise prior to or during the period of Agreement performance. While CONTRACTOR will be  
6 required to provide this information without prompting from COUNTY any time there is a change in  
7 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
8 update to COUNTY of its status in these areas whenever requested by COUNTY.

9  
10 **XIX. DISPUTE RESOLUTION**

11 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
12 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
13 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
14 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

15 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
16 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
17 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final  
18 decision.

19 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
20 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand  
21 a written statement signed by an authorized representative indicating that the demand is made in good  
22 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
23 the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

24 B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement,  
25 CONTRACTOR agrees to proceed diligently with the performance of services secured via this  
26 Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to  
27 proceed diligently shall be considered a material breach of this Agreement.

28 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
29 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision  
30 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
31 decision adverse to CONTRACTOR's contentions.

32 D. This Agreement has been negotiated and executed in the State of California and shall be governed  
33 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
34 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located  
35 in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of

1 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically  
2 agree to waive any and all rights to request that an action be transferred for adjudication to another county.

3  
4 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

14  
15 **XIIX. EQUIPMENTEQUIPMENT**

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

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

33 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY  
34 the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to  
35 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.

1 Title of expensed Equipment shall be vested with COUNTY.

2 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with  
3 funds paid through this Agreement, including date of purchase, purchase price, serial number, model and  
4 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,  
5 #  
6 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
7 cost, if any.

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

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

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

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

21  
22 **XIII** ~~XI~~. **FACILITIES, PAYMENTS AND SERVICES**

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

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

34  
35 **XIV** ~~XII~~. **INDEMNIFICATION AND INSURANCE**

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

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

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

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

33 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
 34 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
 35 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
 36

1 cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

11 F. QUALIFIED INSURER

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

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

20 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
21 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
<del>Workers'</del> <u>Workers'</u> Compensation	Statutory
<del>Employers'</del> <u>Employers'</u> Liability Insurance	<u>                    </u> \$1,000,000 per occurrence

1	Network Security & Privacy Liability-	\$1,000,000 per claims made
2		
3	Professional Liability Insurance	\$1,000,000 per claims made
4		\$1,000,000 aggregate
5		
6	Sexual Misconduct Liability	\$1,000,000 per occurrence
7		

#### 8 H. REQUIRED COVERAGE FORMS

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

11 #  
12 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
13 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### 14 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

34 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
35 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents*  
36



1 *and employees*, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN*  
2 *AGREEMENT.*

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

6 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
7 cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation  
8 notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of  
9 CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this  
10 Agreement.

11 MN. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network  
12 Security & Privacy Liability are “Claims-Made” policy(ies), policies, CONTRACTOR shall agree to  
13 maintain coverage for two (2) years following the completion of the Agreement.

14 NO. The Commercial General Liability policy shall contain a “severability of interests” clause  
15 also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

16 Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

17 ~~—~~ If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days  
18 of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to  
19 the next qualified vendor.

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

24 PS. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
25 CONTRACTOR does not deposit copies of acceptable ~~COIs~~ Certificate of Insurance and endorsements  
26 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, ~~such~~  
27 ~~failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of~~  
28 ~~this Agreement by~~ may be in breach without further notice to CONTRACTOR, and COUNTY shall be  
29 entitled to all legal remedies.

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

34 **RU. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

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

20 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
 21 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
 22 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
 23

### 24 **XVXIII. INSPECTIONS AND AUDITS**

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

35 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 36

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1 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 2 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 3 evaluation or monitoring.

#### 4 C. AUDIT RESPONSE

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

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

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

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

### 28 ~~XVIXIV.~~ LICENSES AND LAWS

29 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
 30 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
 31 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
 32 regulations and requirements of the United States, the State of California, COUNTY, and all other  
 33 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and  
 34 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,  
 35 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
 36

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1 cause for termination of this Agreement.

2 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

22 1. ARRA of 2009.

23 2. Trafficking Victims Protection Act of 2000.

24 3. Title 22, CCR, §51009, Confidentiality of Records.

25 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.

26 5. Federal Medicare Cost reimbursement principles and cost reporting standards.

27 6. State of California-Health and Human Services Agency, Department of Health Care Services,  
28 MHSD, Medi-Cal Billing Manual, October 2013.

29 7. Orange County Medi-Cal Mental Health Managed Care Plan.

30 8. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case  
31 Management.

32 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted  
33 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,  
34 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

35 10. WIC, Division 5, Community Mental Health Services.

- 1 ~~11.~~ ~~3.~~ WIC, Division 6, Admissions and Judicial Commitments.  
 2 ~~12.~~ ~~4.~~ WIC, Division 7, Mental Institutions.  
 3 ~~5~~13. HSC, §§1250 et seq., Health Facilities.  
 4 ~~6~~14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.  
 5 ~~7.~~ ~~15.~~ CCR, Title 9, Rehabilitative and Developmental Services.  
 6 ~~16.~~ ~~8.~~ CCR, Title 17, Public Health.  
 7 ~~9.~~ ~~17.~~ CCR, Title 22, Social Security.  
 8 ~~10~~18. CFR, Title 42, Public Health.  
 9 ~~19.~~ ~~11.~~ CFR, Title 45, Public Welfare.  
 10 ~~20.~~ ~~12.~~ USC Title 42. Public Health and Welfare.  
 11 ~~13~~21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.  
 12 ~~14~~22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.  
 13 ~~23.~~ ~~15.~~ 42 USC §1857, et seq., Clean Air Act.  
 14 ~~24.~~ ~~16.~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.  
 15 ~~25.~~ ~~17.~~ 31 USC 7501.70, Federal Single Audit Act of 1984.  
 16 ~~18~~26. Policies and procedures set forth in Mental Health Services Act.  
 17 ~~27.~~ ~~19.~~ Policies and procedures set forth in DHCS Letters.  
 18 ~~20~~28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.  
 19 ~~21~~29. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
 20 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
 21 ~~\_\_\_\_\_~~ Federal Awards.

22 D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide  
 23 treatment and bill for services provided to Medi-Cal eligible ~~e~~lients Clients while working under the terms  
 24 of this Agreement.

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

## 28 ~~XVII~~XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

35 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
 36

1 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
2 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

13  
14 **XVIII~~XVI~~. MAXIMUM OBLIGATION**

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

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

20  
21 **XIX~~XVII~~. MINIMUM WAGE LAWS**

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

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

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

**XXVIII. NONDISCRIMINATION****A. EMPLOYMENT**

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) 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 for training, including apprenticeship.

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

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

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

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

**B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities

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

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

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

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

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

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

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



1 has the right to request a State Fair Hearing.

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

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

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

18  
19 **PARA ~~XXIX~~. NOTICES**

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

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

25 2. When faxed, transmission confirmed;

26 3. When sent by ~~E-Mail~~ Email; or

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

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

33 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
34 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
35 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage  
36

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X:\ASR\BEHAVIORAL HEALTH\MA-042-19010014\_ORANGE COUNTY CHILD ABUSE CENTER, INC. DBA PREVENTION CENTER\_ADULT IN-  
HOME CRISIS STABILIZATION SERVICES\_FY 18-20\_3RD AMENDMENT\_REDLINE.DOCX\X:\CONTRACTS-2018-2018-2020\BH\ADULT IN-

~~HOME CRISIS STABILIZATION SERVICES\_FY 18-20-JC.DOC~~ OCC06BHKK20

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

1 to any COUNTY property in possession of CONTRACTOR.

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

4  
5 **XXIIXX. NOTIFICATION OF DEATH**

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

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

11 1. TELEPHONE NOTIFICATION—

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

17 2. WRITTEN NOTIFICATION

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

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

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

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

31  
32 **XXIIIXXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

#### 6 ~~XXIV~~ **XXII. PATIENT'S RIGHTS**

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

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

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

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

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

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

#### 28 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

32 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
 33 which claims are submitted for reimbursement under this Agreement and the charges thereto. Such  
 34 records shall include, but not be limited to, individual patient charts and utilization review  
 35 records. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient.

1 the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and  
 2 such additional information as ADMINISTRATOR or DHCS may require.

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

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

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

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

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

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

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

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

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

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

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

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

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

9 1. Have documents readily available within ~~forty-eight (48)~~ twenty-four (24) hour notice of a  
10 scheduled audit or site visit.

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

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

14 ~~H.~~ H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
15 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~  
16 ~~email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or security of PII and/or PHI  
17 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy  
18 ADMINISTRATOR on such notifications.

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

22 ~~J.~~ J. CONTRACTOR shall ~~retain all client and/or patient medical~~ make records ~~for ten (10) years~~  
23 ~~following discharge~~ pertaining to the costs of ~~the client and/or patient, with the exception of non-~~  
24 ~~emancipated minors for whom records must be kept for~~ services, patient fees, charges, billings, and  
25 revenues available at ~~least one (1) year after such minors have reached the age of eighteen (18) years, or~~  
26 ~~for ten (10) years after the last date of service, whichever is longer.~~

27 ~~— K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may~~  
28 ~~provide written approval to CONTRACTOR to maintain records in a single location, identified by~~  
29 ~~CONTRACTOR.~~

30 ~~— L. CONTRACTOR may be required to retain all records involving litigation proceedings and~~  
31 ~~settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

32 ~~— M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out~~  
33 ~~of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all~~  
34 ~~information that is requested by the PRA request~~ the limits of the County of Orange.

**XXVI~~XXIII~~. RESEARCH AND PUBLICATION**

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

**XXVII~~XXIV~~. REVENUE**

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

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

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

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

**XXVIII~~XXV~~. SEVERABILITY**

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

**XXIX~~XXVI~~. SPECIAL PROVISIONS**

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

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- 1 1. Making cash payments to intended recipients of services through this Agreement.
- 2 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 3 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
- 4 of appropriated funds to influence certain federal contracting and financial transactions).
- 5 3. Fundraising.
- 6 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 7 CONTRACTOR's staff, volunteers, ~~or~~ interns, consultants, subcontractors, and members of the Board of
- 8 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 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 15 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
- 16 may be found at [www.opm.gov](http://www.opm.gov).
- 17 8. Severance pay for separating employees.
- 18 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 19 codes and obtaining all necessary building permits for any associated construction.
- 20 10. Supplanting current funding for existing services.
- 21 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 22 shall not use the funds provided by means of this Agreement for the following purposes:
- 23 1. Funding travel or training (excluding mileage or parking).
- 24 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 25 of ~~client~~ Client care.
- 26 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 27 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 28 contribute to the quality of services to be provided pursuant to this Agreement.
- 29 5. Purchasing or improving land, including constructing or permanently improving any building
- 30 or facility, except for tenant improvements.
- 31 6. Providing inpatient hospital services or purchasing major medical equipment.
- 32 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
- 33 (matching).
- 34 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 35 CONTRACTOR's Clients.

**XXXXXVII. STATUS OF CONTRACTOR**

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

**XXXIXXXVIII. TERM**

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

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

**XXXIIXXIX.**

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

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

B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as



1 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved  
 2 and/or the Agreement could be terminated.

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

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

19 D. CONTINGENT FUNDING

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

29 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
 30 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
 31 discretion, reduce the ~~Maximum Obligation~~ Not To Exceed Amount of this Agreement ~~in an amount to be~~  
 32 consistent with the reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

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

25 G. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written  
26 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
27 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

28  
29 **XXXIII~~XXX~~. THIRD PARTY BENEFICIARY**

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

33  
34 **XXXIV~~XXXI~~. WAIVER OF DEFAULT OR BREACH**

35 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
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1 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
2 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
3 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
4 Agreement.

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

3  
4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_  
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14 COUNTY OF ORANGE

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16  
17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

18 HEALTH CARE AGENCY  
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24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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

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1 EXHIBIT A  
 2 TO THE AGREEMENT FOR PROVISION OF  
 3 ADULT IN-HOME CRISIS STABILIZATION SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.  
 8 JULY 1, 2018 THROUGH JUNE 30, 2020  
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

24 10. Client or Consumer Individual means a person, referred by COUNTY or enrolled in  
 25 CONTRACTOR's program for services under the Agreement, who is living with severe and persistent  
 26 mental illness.

27 11. Clinical Director means an individual who meets the minimum requirements set forth in Title  
 28 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health  
 29 setting.

30 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates  
 31 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a  
 32 ~~psychiatric~~ behavioral health crisis and need immediate evaluation; that cannot wait until a regularly  
 33 scheduled appointment. Clients receive a thorough psychiatric evaluation, medication services, therapy,  
 34 nursing assessment, peer specialist services, crisis stabilization treatment, and referral and linkage to the  
 35 appropriate level of continuing care; including warm hand offs and follow up services. As a designated  
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1 outpatient ~~facility, the CSU~~ facilities, CSUs may evaluate and treat Clients for no longer than 23 hours and  
2 59 minutes.

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

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

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

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

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

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

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

28 15. Diagnosis means the definition of the nature of the Client's disorder. CONTRACTOR shall  
29 use the diagnostic codes and axes as specified in the most current edition of the ~~DSM published by the~~  
30 ~~American Psychiatric Association.~~ DSM ICD 10, a medical classification list by the World Health  
31 Organization (WHO). ICD 10 diagnoses will be recorded on all IRIS documents, as appropriate.

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



1 17. Engagement means the process by which a trusting relationship is established with the goal  
2 to link the Client(s) to the appropriate services. Engagement is the objective of a successful Outreach.

3 18. Face-to-Face means an encounter between the Client and provider where they are both  
4 physically present.

5 19. FSP

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

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

32 b. Services are focused on Recovery and harm reduction to encourage the highest level of  
33 Client empowerment and independence achievable. PSC's will meet with the Client in their current  
34 community setting and will develop a supportive relationship with the Client served. Substance use  
35 disorder treatment will be integrated into services and provided by the team to Clients with a co-occurring  
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1 disorder.

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

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

15 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
 16 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of  
 17 their behavioral health disorder and their overall quality of life. Flexible Funds are generally categorized  
 18 as housing, transportation, food, clothing, medical and miscellaneous expenditures that are individualized  
 19 and appropriate to support behavioral health treatment activities.

20 22. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes  
 21 an evaluation to determine if the person meets program criteria and is willing to seek services.

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

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

30 25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
 31 employment opportunities matching the job to the Client’s strengths, abilities, desires, and goals. This  
 32 position will also integrate knowledge about career development and job preparation to ensure successful  
 33 job retention and satisfaction of both employer and employee.

34 ~~26~~ 26. LMFT means Licensed Marriage and Family Therapist and refers to an individual  
 35 who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

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

4 ~~27~~28. Mental Health Specialist means an individual who has a Bachelor's Degree and four  
 5 years of experience in a mental health setting and who performs individual and group case management  
 6 studies.

7 ~~28~~29. Member Advisory Board means a member-driven board which shall direct the activities,  
 8 provide recommendations for ongoing program development, and create the rules of conduct for the  
 9 program.

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

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

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

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

21 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
 22 Treatment programs, Clients receive combined treatment for mental illnesses and substance use disorders  
 23 from the same practitioner or treatment team.

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

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

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

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

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

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

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

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

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

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

35 36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of  
36

1 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider  
2 as set forth in HIPAA.

3 37. Outreach means the Outreach to potential ~~clients~~Clients to link them to appropriate Mental  
4 Health Services and may include activities that involve educating the community about the services  
5 offered and requirements for participation in the programs. Such activities should result in the  
6 CONTRACTOR developing their own referral sources for the programs they offer.

7 38. Peer Recovery Specialist/Counselor means an individual who has been through the same or  
8 similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid  
9 for this function by the program. A peer Recovery specialist practice is informed by his/her own  
10 experience.

11 39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to  
12 create a behavioral health and law enforcement response team. While the primary purpose of the  
13 partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the  
14 PERT team also educates police on behavioral health issues and provides them with the tools necessary  
15 to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health  
16 trained clinician to ride along with a police officer in order to provide a prompt response and assessment  
17 to individuals in behavioral health crises and provide them with the appropriate care and linkages to other  
18 resources as required in a dignified manner.

19 40. PSC means Personal Services Coordinator and refers to an individual who will be part of a  
20 multi-disciplinary team that will provide community based Mental Health Services to adults that are  
21 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery  
22 principles. The PSC is responsible for clinical care and case management of assigned ~~clients~~Clients and  
23 families in a community, home, or program setting. This includes assisting Clients with mental health,  
24 housing, vocational and educational needs. The position is also responsible for administrative and clinical  
25 documentation as well as participating in trainings and team meetings. The PSC shall be active in  
26 supporting and implementing the program's philosophy and its individualized, strength-based,  
27 culturally/linguistically competent and person-centered approach.

28 41. Pharmacy Benefits Manager means the organization that manages the medication benefits  
29 that are given to Clients that qualify for medication benefits.

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

34 43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
35 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as  
36

1 an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to  
2 regulations adopted by the BBS.

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

6 45. Promotores de Salud Model means a model where trained individuals, Promotores, work  
7 towards improving the health of their communities by linking their neighbors to health care and social  
8 services, educating their peers about mental illness, disease and injury prevention.

9 46. Promotores means individuals who are members of the community who function as natural  
10 helpers to address some of their communities' unmet mental health, health and human service needs.  
11 They are individuals who represent the ethnic, socio-economic and educational traits of the population  
12 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the  
13 community's needs.

14 47. PHI means individually identifiable health information usually transmitted by electronic  
15 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,  
16 transmitted or maintained in any other medium. It is created or received by a covered entity and relates

17 #  
18 to the past, present, or future physical or mental health or condition of an individual, provision of health  
19 care to an individual, or the past, present, or future payment for health care provided to an individual.

20 48. Psychiatrist means an individual who meets the minimum professional and licensure  
21 requirements set forth in Title 9, CCR, Section 623.

22 49. Psychologist means an individual who meets the minimum professional and licensure  
23 requirements set forth in Title 9, CCR, Section 624.

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

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

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

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

35 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family

1 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
2 and

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

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

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

15 54. 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. Supervisory  
18 review is conducted by the program/clinic director or designee.

19 55. Token means the security device which allows an individual user to access the COUNTY's  
20 computer based IRIS.

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

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

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

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

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**II. BUDGET**

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
ADMINISTRATIVE COST			
Salaries	\$ 143,757	\$182,769	\$ 326,526
Benefits	30,189	38,381	68,570
Services and Supplies	<u>4,800</u>	<u>6,600</u>	<u>11,400</u>
SUBTOTAL	\$ 178,746	\$ 227,750	\$ 406,496
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$782,522	\$1,104,983	\$1,887,505
Benefits	164,330	232,047	396,377



1	Services and Supplies	246,152	310,220	556,372
2	Start-Up Costs	<u>34,500</u>	<u>0</u>	<u>34,500</u>
3	SUBTOTAL PROGRAM	\$1,227,504	\$1,647,250	\$2,874,754
4	COST			
5				
6	GROSS COST	\$1,406,250	\$1,875,000	\$3,281,250
7				
8	REVENUE			
9	FFP Medi-Cal	\$ 225,000	\$ 375,000	\$600,000
10	MHSA Medi-Cal	225,000	375,000	600,000
11	MHSA	<u>956,250</u>	<u>1,125,000</u>	<u>2,081,250</u>
12	TOTAL REVENUE	\$1,406,250	\$1,875,000	\$3,281,250
13				
14	MAXIMUM OBLIGATION	\$1,406,250	\$1,875,000	\$3,281,250

17	<u>ADMINISTRATIVE COST</u>	<u>TOTAL</u>
18	Salaries	\$ 9,432
19	Services and Supplies	6,600
20	Indirect Costs	210,994
21	<u>SUBTOTAL</u>	<u>\$ 227,026</u>
22	<u>ADMINISTRATIVE COST</u>	
23		
24	<u>PROGRAM COST</u>	
25	Salaries	\$1,158,150
26	Benefits	236,980
27	Services and Supplies	252,844
28	<u>SUBTOTAL PROGRAM</u>	<u>\$1,647,974</u>
29	<u>COST</u>	
30		
31	<u>GROSS COST</u>	<u>\$1,875,000</u>
32		
33	<u>REVENUE</u>	
34	FFP Medi-Cal	\$ 375,000
35	MHSA Medi-Cal	375,000

1	<u>MHSA</u>	<u>1,125,000</u>
2	<u>TOTAL REVENUE</u>	<u>\$1,875,000</u>
3		
4	<u>MAXIMUM OBLIGATION</u>	<u>\$1,875,000</u>
5		
6		

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

10 C. The total cost of services provided for in the Agreement are based upon projected revenue  
 11 generation and shall be reimbursed by Federal Medi-Cal, State, and COUNTY revenues.  
 12 CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the  
 13 completed DHCS Cost Report for each Fiscal Year is less than budgeted, the Maximum Obligation shall  
 14 be adjusted down by the amount of under generated Federal Medi-Cal and/or State revenue.  
 15 CONTRACTOR further agrees that Federal SAMHSA revenues shall be used to cover the costs of  
 16 services, in accordance with Federal SAMHSA funding requirements, to non-Medi-Cal Clients and shall  
 17 not exceed the amounts specified in Subparagraph II.A. of this Exhibit A to the Agreement, unless  
 18 authorized, in writing, by ADMINISTRATOR.

19 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
 20 provided pursuant to the Agreement, CONTRACTOR may make written application to  
 21 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees  
 22 and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR may,  
 23 at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be  
 24 in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity  
 25 of services to be provided by CONTRACTOR.

26 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR shall make written application to  
 27 ADMINISTRATOR, in advance, to shift funds between budgeted line items, for the purpose of meeting  
 28 specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing  
 29 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly  
 30 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,  
 31 which shall include a justification narrative specifying the purpose of the request, the amount of said funds  
 32 to be shifted, and the sustaining impact of the shift as may be applicable to the current contract period  
 33 and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing  
 34 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure  
 35 of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed

1 Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

### 12 III. PAYMENTS

13  
14 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\$117,188~~  
15 ~~per month for Period One and \$156,250 per month for Period Two~~, as specified in the Reference Contract  
16 Provision of the Agreement. All payments are interim payments only, and subject to final settlement in  
17 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be  
18 reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs,  
19 as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of  
20 such payments does not exceed the Maximum Obligation for each period as stated in the Referenced  
21 Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable  
22 pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay  
23 supplemental invoices for any month for which the provisional amount specified above has not been fully  
24 paid.

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

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

34 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
35 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may  
36

1 authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed  
 2 the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-  
 3 to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

#### 19 20 **IV. REPORTS**

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

#### 23 **B. FISCAL**

24 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 25 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR  
 26 and will report actual costs and revenues for CONTRACTOR's program described in the Services  
 27 Paragraph of this Exhibit A to the Agreement. Such reports will also include total bed days, DSH and  
 28 number of Clients by program. The reports will be received by ADMINISTRATOR no later than the  
 29 twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in  
 30 writing any extensions to the due date of the monthly required reports. If an extension is approved by  
 31 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

32 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.  
 33 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report  
 34 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services  
 35 Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue

1 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection  
2 Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

11 D. PROGRAMMATIC

12 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
13 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
14 ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter  
15 being reported unless otherwise specified. Programmatic reports will include the following:

16 a. On a daily basis, CONTRACTOR will report the number of referrals to the  
17 ADMINISTRATOR and ensure that ADMINISTRATOR has a current status at all times.

18 b. On a monthly basis, CONTRACTOR shall report the following information to  
19 ADMINISTRATOR:

20 1) average response times for individuals referred for services;  
21 2) average treatment Episode of Care (EOC);  
22 3) percentage of Clients referred to a lower level of care;  
23 4) percentage of Clients linked to ~~an~~-outpatient services at discharge. Linkage will be  
24 defined as ~~keeping contractor confirming that Client attended~~ outpatient appointment during treatment  
25 episode or within five (5) business days after discharge;

26 5) Percentage of Clients who do not require inpatient hospitalization ~~within forty-eight~~  
27 ~~(48) hours of~~ from time of admission to program up until 60(60) days subsequent to discharge;

28 6) Individual satisfaction survey results;

29 7) a description of chart compliance activities as well as the outcome of chart reviews;

30 8) number of admissions;

31 9) referral source upon admission;

32 10) type of funding upon admission;

33 11) average length of treatment;

34 12) number of admissions by funding (Medi-Cal, unfunded, etc.);

35 13) number of discharges;

1 14) type of residence ~~on~~ upon admission and upon discharge (independent, home with  
2 family, shelter, experiencing homelessness, Sober Living, etc.);

3 15) voluntary and involuntary hospitalizations that occur during Client's treatment  
4 episode or within ~~forty-eight (48) hours~~ sixty (60) days of discharge;

5 16) readmissions within ~~forty-eight (48) hours and within fourteen (14)~~ sixty (60) days of  
6 discharge;

7 17) number of individual counseling sessions per month;

8 18) number of family therapy sessions provided per month;

9 19) Description of CONTRACTOR's progress in implementing the provisions of this  
10 Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all  
11 the terms of this Agreement, and if not, will specify what steps will be taken to achieve satisfactory  
12 progress.

13 c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives  
14 as outlined in Subparagraph IV.F. of this Exhibit A to the Agreement.

15 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to  
16 adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY,  
17 the Clients served, and a commitment to quality services.

18 3. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
19 welfare of Clients served, including but not limited to serious physical harm to self or others, serious  
20 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
21 CONTRACTOR shall notify COUNTY and CCL within twenty-four (24) hours of any such serious  
22 adverse incident.

23 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
24 that adversely affect the quality or accessibility of services provided by, or under contract with, the  
25 COUNTY as identified in ADMINISTRATOR's P&Ps.

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

30 G. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
31 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
32 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
33 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
34 not limited to the following:

35 1. Designate the responsible position(s) in your organization for managing the funds allocated  
36

1 to this program;

- 2 2. Maximize the use of the allocated funds;
- 3 3. Ensure timely and accurate reporting of monthly expenditures;
- 4 4. Maintain appropriate staffing levels;
- 5 5. Request budget and/or staffing modifications to the Agreement;
- 6 6. Effectively communicate and monitor the program for its success;
- 7 7. Track and report expenditures electronically;
- 8 8. Maintain electronic and telephone communication between key staff and the Contract and
- 9 Program Administrators; and
- 10 9. Act quickly to identify and solve problems.

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

13  
14 **V. SERVICES**

15 **A. FACILITIES**

16 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate facility  
17 for the provision of In-Home Crisis Stabilization Services for Adults and Transitional Age Youth (TAY)  
18 which meets the minimum requirements for Medi-Cal eligibility at the following location or any other  
19 location(s) approved by ADMINISTRATOR:

20  
21 2390 E. Oranewood Avenue, Suite 300  
22 Anaheim, CA 92806  
23

24 2. CONTRACTOR shall provide Clients and/or their family and/or immediate support network  
25 members twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365)  
26 days a year access to their assigned FamilyCrisis Stabilization Team or a designee acceptable to  
27 ADMINISTRATOR.

28 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule  
29 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

30 4. CONTRACTOR shall maintain regularly scheduled service hours of five (5) days a week  
31 throughout the year and maintain the capacity to provide services twenty-four (24) hours a day, seven (7)  
32 days a week, and three hundred and sixty-five (365) days per year. Services should be adapted to  
33 accommodate the needs of Clients served during afterhours on weekdays, and on weekends, as necessary.  
34 Services should be provided in a manner that would accommodate those Clients that may be unable to  
35 participate during regular business hours.

1 5. Upon ADMINISTRATOR's certification of the provider's existing site, the CONTRACTOR  
2 shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

3 B. IN-HOME CRISIS STABILIZATION SERVICES - Consist of an array of behavioral health  
4 services including evidence based practices, crisis intervention, assessment, individual and family therapy,  
5 case management services, collateral services, referral and linkage services and treatment focusing on  
6 helping the family and/or immediate support network develop coping skills to avoid future crises. These  
7 services are less expensive than acute psychiatric hospitals and are designed to allow the Client and family  
8 and/or immediate support network to be treated in the least restrictive, most dignified and comfortable  
9 setting. Assistance with benefit acquisition, housing resources as applicable and treatment planning are  
10 also provided.

11 1. CONTRACTOR shall engage the Client and the Client's family and/or immediate support  
12 network in the home whenever possible. Services will be crisis focused and be provided in a short-term  
13 model with a target of an intensive three (3) ~~to six (6)~~ week episode of care three week which may be  
14 extended for clinical reasons with the concurrence of the ADMINISTRATOR.

15 2. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-  
16 phase model. The initial phase shall include assessments of the Client in behavioral health crisis and the  
17 Client's family and/or immediate support network, with the goal of identifying short-term or immediate  
18 needs as well as de-escalation of the Client and family and/or immediate support network. The In-Home  
19 Crisis Stabilization Program shall form a team consisting of a mental health worker and a mental health  
20 professional that shall develop a service plan with input from the Client and the Client's family and/or  
21 immediate support network.

22 #  
23 3. The initial phase shall include assessment and outreach and contain the following elements:

24 a. CONTRACTOR shall provide contact within two (2) hours of Client's referral for  
25 services and provide a comprehensive face-to-face mental health assessment and crisis intervention.

26 Initial outreach and assessment will also include developing a safety-plan with Client and family/support  
27 system to reduce risk and prevent further de-escalation.

28 b. CONTRACTOR shall obtain collateral history from family/support system either in  
29 person or by phone.

30 c. CONTRACTOR shall assess Client and support system that are in a behavioral health  
31 crisis, with the goal of identifying short-term or immediate needs as well as de-escalation of the Client  
32 and support system. Assessment will also include identifying the Client's and family/support systems  
33 strengths. Assessment will include the review and appraisal of available long term behavioral health  
34 services and programs and shall conclude with assistance in scheduling aftercare appointments and  
35 attending these appointments with Clients. t. Due to the brief treatment period, discharge planning must



1 be initiated in the initial phase in order to prepare the Client appropriately.

2 d. CONTRACTOR shall develop a service plan with input from the Client and the Client's  
3 family or support system. This will include tailoring supports and services unique to each Client and  
4 his/her support system to address unmet needs. The plan will specify goals, roles of the treatment team  
5 members, strategies to be enlisted to manage crisis and prevent escalation, resources to be linked to, and  
6 time frames for coordinated implementation of supports and services for the Client and family/support  
7 system.

8 e. CONTRACTOR shall provide outreach efforts to the difficult to engage Clients and/or  
9 family. The treatment model will be fluid and adaptable if either the Client or the family does not want  
10 to engage yet the clinical team sees the value in outreaching to one or the other to provide them with  
11 treatment/skills to improve their situation.

12 f. CONTRACTOR shall be flexible if a family/support system or an individual does not  
13 want to participate. An individual can still be seen and worked with in order to be more effective with  
14 his/her family and environment, or vice versa.

15 4. During phase two, the team shall be responsible for ensuring the family and/or immediate  
16 support network is developing appropriate coping skills and developing the family and/or immediate  
17 support network's support systems, while promoting open communication among family and/or  
18 immediate support network members. Phase Two will include individual and family therapy, outreach,  
19 peer mentor services, case management services, and will include the following elements:

20 a. CONTRACTOR shall be responsible for ensuring the Client is developing appropriate  
21 coping skills and developing the Client's support network, while promoting open communication between  
22 Client and family/support system.

23 b. CONTRACTOR shall be responsible for ensuring the family is developing appropriate  
24 coping skills and developing the family's support network, while promoting open communication among  
25 family members. This will include providing crisis counseling and education to families, which may  
26 include: information on behavioral health conditions, problem-solving skills, community support  
27 resources, etc.

28 c. CONTRACTOR shall provide a battery of evidence-based interventions focusing on  
29 helping the Client and family/support system to develop coping skills to avoid future behavioral health  
30 crises. Treatment will be provided by a team consisting of a several licensed therapists that are skilled in  
31 individual and family therapy interventions. CONTRACTOR shall also provide multi-family therapy and  
32 support groups to Clients and families/support systems. The goal will be to reduce agitation and increase  
33 long term gains of crisis resolution and treatment.

34 d. CONTRACTOR shall work with Peer Mentor services, including, yet not limited to peer  
35 support groups, assistance with linkage, and telling their story of hope and recovery.

1 e. CONTRACTOR shall provide targeted case management to address Client and  
 2 family/support system needs. The focus will be on coordinating referrals, linking, and providing  
 3 continuity of care with other longer-term appropriate levels of care, including: community behavioral  
 4 health services, substance use disorder treatment programs, partial hospitalization programs, crisis  
 5 residential programs, physical health care providers, community support groups, and veterans services;  
 6 and assistance with benefit acquisition. A component of the services includes attending initial linkage  
 7 appointments with each Client to ensure linkage to ongoing care and to prevent recidivism.

8 f. CONTRACTOR shall follow a social rehabilitation model that includes rehabilitative  
 9 recreation activities (i.e. movement, meditation, music, art), educational/didactic activities (i.e. assistance  
 10 with goal setting, benefit and resource acquisition, cooking, going back to school, work, or volunteer  
 11 activity).

12 g. CONTRACTOR shall monitor the effectiveness of the developed treatment plan and  
 13 effectiveness of interventions during this phase. CONTRACTOR will re-work the plan in a timely manner  
 14 as needed based upon ongoing evaluation and applying knowledge gained from needs assessments and  
 15 Client/family feedback.

16 5. The goal of phase three shall be to ~~prepare~~ ensure that the Crisis Stabilization team has  
 17 prepared the Client and the Client's family and/or immediate support network ~~for progression~~ toward  
 18 long-term resolution and treatment. Phase Three will include the finalization of discharge planning goals  
 19 and linking to long-term action items and will involve the transition of care to the linked provider.

20 a. CONTRACTOR shall coordinate referrals and provide assistance with linkage, to other  
 21 existing wraparound/step down and mental health services, which will include warm hand-offs to ensure  
 22 that Clients and their families are given access to the most appropriate level and type of services, including  
 23 assistance developing their support network.

24 ~~b6.~~ CONTRACTOR shall engage the Client and the Client's family/support system as  
 25 defined by the Client in the home or at a location that the Client and support system can easily access and  
 26 be comfortable in, whenever possible. The services shall be provided utilizing Recovery Model and  
 27 trauma informed principles which are person-center, strengths-based, individualized, focused on  
 28 imparting hope and developing resilience and the notion that recovery is possible in persons served.  
 29 Whenever possible, services shall be tailored to the unique strengths of the Client and will use shared  
 30 decision-making to encourage the Client to manage their mental health treatment, set their own path  
 31 toward recovery and fulfillment of their hopes and dreams.

32 ~~e.~~ 7. CONTRACTOR shall initiate involuntary detention for evaluation and treatment in  
 33 accordance with Welfare and Institutions Code 5150 and 5585.5, as may be necessary, and facilitate  
 34 Clients' admission or transfer to this level of care when appropriate, whether on voluntary or involuntary  
 35 status.

1 ~~8.~~ CONTRACTOR shall provide all services in compliance with Welfare & Institutions  
2 Code and all Patients' Rights regulations, upholding the dignity and respect of all Clients served.

3 ~~9.~~ CONTRACTOR shall coordinate Referrals with other existing wraparound and Mental  
4 Health Services to ensure that all Clients and/or their families are given access to the most appropriate  
5 level and type of services. Other services may include WOC, MHSA FSP/W programs for children and/or  
6 adults, and other COUNTY Mental Health Services.

7 ~~10.~~ CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space  
8 and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

9 ~~11.~~ CONTRACTOR shall ensure that all clinical documentation is completed promptly  
10 and is reflected on the Client's chart within twenty-four (24) hours after the completion of services.

11 ~~12.~~ CONTRACTOR shall review the financial status of all enrollees using the UMDAP,  
12 unless otherwise approved in writing by COUNTY.

13 ~~13.~~ CONTRACTOR shall maximize collection of Medi-Cal and other third party payers  
14 whenever appropriate and follow all state and COUNTY procedures for doing so.

15 ~~14.~~ CONTRACTOR shall accept referrals from and make referrals to the various County and  
16 County Contracted programs, as appropriate. CONTRACTOR shall coordinate referrals with other  
17 existing mental health services and wraparound services, to ensure that Clients and their families are given  
18 access to the most appropriate level and type of service. Other services may include WOC, MHSA FSP  
19 programs for TAY or adults, and other COUNTY and COUNTY contracted mental health services.

20 ~~15.~~ CONTRACTOR shall conduct 100% Supervisory ~~Review~~ Chart Reviews in  
21 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all  
22 chart documentation complies with all federal, state and local guidelines and standards.

23 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall deliver in-home crisis stabilization  
24 services to individuals experiencing a behavioral health crisis and their families and/or immediate support  
25 system as defined by the individual. Individuals treated will be identified by ADMINISTRATOR as  
26 eligible for these services.

27 1. CONTRACTOR shall assess individuals meeting the following criteria unless written  
28 exception is granted by ADMINISTRATOR:

- 29 a. Orange County residents.
- 30 b. Experiencing a behavioral health crisis.
- 31 c. Between the ages of eighteen (18) and fifty-nine (59), including Transitional Age Youth  
32 (TAY) between the ages of eighteen (18) and twenty-five (25). Adults over sixty (60) years of age whose  
33 needs are compatible with those of other individuals may be included in target population if they require  
34 the same level of care and supervision.
- 35 d. at risk of psychiatric hospitalization ~~and/or out of home placement.~~

1 2. CONTRACTOR shall engage both the Client and family and/or immediate support  
 2 network/support persons in the program whenever possible. CONTRACTOR shall document contact  
 3 with family and/or immediate support network/support persons or document why such contact is not  
 4 possible or not advisable.

5 3. CONTRACTOR shall support a Co-Occurring Treatment Model that is non-confrontational,  
 6 follows behavioral principles, considers interactions between mental illness and substance abuse and has  
 7 gradual expectations of abstinence. CONTRACTOR shall provide, on a regularly scheduled basis,  
 8 education via individual and/or group sessions to Clients on the effects of alcohol and other drug abuse,  
 9 triggers, relapse prevention, and community recovery resources. ~~Twelve step groups and Smart Recovery~~  
 10 ~~groups will be encouraged at the facility on a regular basis.~~

11 4. CONTRACTOR shall assist Clients in developing prevocational and vocational plans to  
 12 achieve gainful employment and/or perform volunteer work if identified as a goal in the service plan.

13 5. CONTRACTOR shall provide crisis intervention and crisis management services designed  
 14 to enable the Client to cope with the crisis at hand while maintaining his/her functioning status within the  
 15 community and to prevent further decompensation or hospitalization.

16 6. CONTRACTOR shall provide assessments for involuntary hospitalization when necessary.  
 17 This service must be available twenty-four (24) hours per day, seven (7) days per week.

18 7. CONTRACTOR will provide information, support, advocacy education, and assistance with  
 19 including the Client's natural support system in treatment and services.

20 8. CONTRACTOR shall sustain a culture that supports Peer Recovery Specialist/Counselors in  
 21 providing supportive socialization for individuals that will assist Clients in their recovery, self-sufficiency  
 22 and in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories  
 23 of recovery as much as possible to infiltrate the milieu with the notion that recovery is possible.

24 9. CONTRACTOR shall collaborate proactively with Client's Mental Health Plan Provider  
 25 when such is required to link individuals to county or contracted housing services which may include  
 26 continued temporary housing, permanent supported housing, interim placement, or other community  
 27 housing options.

28 10. CONTRACTOR shall assist Clients in scheduling timely follow-up appointment(s) between  
 29 Client and their mental health service provider during treatment episode or within twenty-four (24) hours  
 30 following discharge to ensure that appropriate linkage has been successful. Provide telephone follow up  
 31 within five (5) days to ensure linkage was successful. Services shall be documented in the Client record.

32 11. CONTRACTOR shall coordinate treatment with physical health providers as appropriate and  
 33 assist Clients with accessing medical and dental services, and providing transportation to those services  
 34 as needed.

35 12. CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for Clients who  
 36

1 are deemed necessary to stay in the program for more than twenty one (21) days. CONTRACTOR shall  
 2 obtain prior written approval from the ADMINISTRATOR for Clients who are deemed necessary to stay  
 3 in the program for more than thirty (30) days.

4 13. CONTRACTOR shall educate Clients on the role of medication in their recovery plan, and  
 5 how the Client can take an active role in their own recovery process. Client education will be provided  
 6 on a regularly scheduled basis via individual and family sessions.

7 C. PROGRAM DIRECTOR/QI RESPONSIBILITIES – The Program Director will have ultimate  
 8 responsibility for the program and will ensure the following:

9 1. CONTRACTOR shall maintain adequate records on each Client seen which shall include all  
 10 required forms and evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and  
 11 responsibilities, on-going progress notes, and records of service provided by various personnel in  
 12 sufficient detail to permit an evaluation of services.

13 2. A COUNTY certified reviewer completes one hundred percent (100%) audit of all Client  
 14 charts regarding clinical documentation, insuring all charts are in compliance with medical necessity and  
 15 Medi-Cal and Medicare chart compliance. Charts will be reviewed within one day of admission to ensure  
 16 that all initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure  
 17 that all chart documentation complies with all federal, state and local guidelines and standards.  
 18 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

19 3. Provide clinical direction and training to staff on all clinical documentation and treatment  
 20 plans;

21 4. Retain on staff, a certified reviewer trained by the ADMINISTRATOR's Authority and  
 22 Quality Improvement unit;

23 5. Oversee all aspects of the clinical services of the recovery program;

24 6. Coordinate with clinicians regarding Client treatment issues and professional consultations

25 7. Facilitate on-going program development and provide or ensure appropriate and timely  
 26 supervision and guidance to staff regarding difficult cases and behavioral health emergencies.

#### 27 D. QUALITY IMPROVEMENT

28 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement  
 29 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements  
 30 for quality improvement and supervisory review.

31 2. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR  
 32 Documentation Manual or its equivalent, and any State requirements, as provided by  
 33 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare and  
 34 ADMINISTRATOR charting standards.

35 3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,  
 36

1 including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall  
 2 regularly review their charting, IRIS data input and billing systems to ensure compliance with COUNTY  
 3 and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

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

8 5. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC  
 9 ~~and medication monitoring~~ meetings.

10 6. CONTRACTOR shall allow the COUNTY to ~~periodically~~ review the quantity and quality of  
 11 services, provided pursuant to this Agreement at least quarterly or more frequently as needed. This review  
 12 will be conducted at CONTRACTOR's facility and will consist of a review of medical and other records  
 13 of Clients provided services pursuant to the Agreement.

14 E. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

15 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care  
 16 and implement any recommendations made by COUNTY to improve the care provided.

17 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual  
 18 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving  
 19 all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress,  
 20 compliance with P&Ps, review of statistics and clinical services;

21 3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or  
 22 ADMINISTRATOR.

23 4. CONTRACTOR will follow the following guidelines for County tokens:

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

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

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

30 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
 31 conditions:

- 32 1) Token of each staff member who no longer supports this Agreement;
- 33 2) Token of each staff member who no longer requires access to the HCA IRIS;
- 34 3) Token of each staff member who leaves employment of CONTRACTOR;
- 35 4) Token is malfunctioning; or

1 5) Termination of Agreement.

2 e. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged  
3 through acts of negligence.

4 f. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.  
5 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if  
6 available, and if applicable.

7 F. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the  
8 Secretary of HHS under HIPAA of 1996 for health care providers.

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

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

15 G. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
16 service provided under the Agreement to Clients who are covered by Medi-Cal and have not  
17 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
18 request, the NPP for the COUNTY, as the MHP, to any Client who received services under the Agreement.

19 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct  
20 research activity on COUNTY ~~clients~~ Clients without obtaining prior written authorization from  
21 ADMINISTRATOR.

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

27 J. CONTRACTOR shall maintain all requested and required written policies, and provide to  
28 ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and  
29 program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not  
30 limited to the following:

- 31 1. Admission Criteria and Admission Procedure;
- 32 2. Assessments and Client Service Plans;
- 33 3. Crisis Intervention/Evaluation for Involuntary Holds;
- 34 4. Handling Non-Compliant Client/Unplanned Discharges;
- 35 5. Recovery and Trauma Informed Program principles;

6. Community Integration/Case Management/Discharge Planning;
7. Documentation Standards;
8. Quality Management/Performance Outcomes;
9. Personnel/In service Training;
10. Unusual Occurrence Reporting;
11. Code of Conduct/Compliance; and
12. Mandated Reporting.

K. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program's goals, and P&Ps;
2. Training on subjects as required by state regulations;
3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to the Agreement;
4. Recovery philosophy and Client empowerment;
5. Crisis intervention and de-escalation;
6. Substance abuse and dependence; and
7. Motivational interviewing-
8. Peer Mentor Services.

#### L. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve ~~(by the first year of the agreement),~~ track and report Performance Outcome Objectives, on a quarterly basis as outlined below:

a. maintain an average response time of two (2) hours or less for individuals referred for services.

b. maintain an average treatment Episode of Care (EOC) of ~~twenty-one (21) days~~ three weeks or less;

c. discharge at least ninety percent (90%) of Clients served to a lower level of care;

d. link at least ninety percent (90%) of Clients served to outpatient services at discharge.

Linkage will be defined as keeping contractor confirming that Client attended outpatient appointment during treatment episode or within five (5) business days after discharge;

e. ensure at least ~~ninety-seventy-five percent (95.75%)~~ ninety-seven percent (97%) of ~~Client~~ Clients do not require inpatient hospitalization ~~within forty-eight (48) hours~~ from the time of admission until sixty (60) days post discharge;

f. maintain an overall satisfaction score from satisfaction surveys of at least four (4) out of five (5) with five (5) being the most satisfied.

2. CONTRACTOR shall coordinate distribution and collection of Satisfaction surveys and



1 provide summary results to ADMINISTRATOR on a quarterly basis. CONTRACTOR shall also discuss  
 2 the results of these surveys with all staff members in the program and develop plans to address areas of  
 3 concern that may result from the surveys.

4 **M. DATA CERTIFICATION**

5 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and  
 6 complete database for all Clients served under this Agreement. The database shall be certified upon  
 7 monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of every  
 8 month. If CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format,  
 9 the data must be made available in an HCA approved database file type. If CONTRACTOR’s system is  
 10 web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring, reporting, and  
 11 allowing accessibility to view, run, print, and export records/reports.

12 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database errors.

13 3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required data  
 14 elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A with verification that  
 15 outcome data is correct.

16 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as  
 17 outlined in Subparagraph IV.L. of this Exhibit A to the Agreement with verification that outcome data is  
 18 correct.

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

21 **VI. STAFFING**

22 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
 23 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be  
 24 equal to an average of forty (40) hours work per week.

DIRECT ADMINISTRATION	<u>FTEs</u>
<del>Executive Director</del>	<del>0.22</del>
<del>Manager of Marketing Contract and Communications Compliance System Officer</del>	<del>0.22</del> <sup>12</sup>
<del>Manager of Program Development and Evaluation</del>	0.40
<del>Data and Systems Coordinator</del>	0.22
<del>Human Resources Director</del>	0.22
<del>Human Resources Coordinator</del>	0.22

1	<del>Volunteer Coordinator</del>	<del>0.22</del>
2	<del>Director of Finance and Operations</del>	<del>0.22</del>
3	<del>Office Manager</del>	<del>0.22</del>
4	<del>Accounting Specialist</del>	<del>0.22</del>
5	<del>IT Administrator</del>	<del>0.22</del>
6	<del>Administrative Assistant</del>	<del>0.50</del>
7	SUBTOTAL ADMINISTRATION	<del>3.10</del> <u>0.12</u>
8		
9	DIRECT PROGRAM	
10	Program Director	1.00
11	Program Supervisor	1.50
12	Billing Oversight Manager	1.00
13	QA Coordinator	1.00
14	<u>Chief Program Officer</u>	<u>0.23</u>
15	<u>Data Systems Coordinator</u>	<u>0.16</u>
16	<u>EHR Specialist</u>	<u>0.16</u>
17	On-Call (Various)	1.00
18	Peer Mentor	<del>1.00</del> <u>0.75</u>
19	Clinician-Licensed	<del>3.50</del> <u>0.00</u>
20	<del>Clinician</del>	<del>6.00</del>
21	Case Manager	<u>5.00</u>
22	SUBTOTAL PROGRAM	<del>21.00</del> <u>8.00</u>
23	TOTAL FTEs	<del>24.10</del> <u>21.92</u>
24		

25 B. CONTRACTOR shall have as Head of Service; a licensed mental health professional, in  
 26 conformance to one of the following staff categories: Licensed Psychologist, LCSW, or Licensed MFT.

27 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
 28 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be  
 29 retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the  
 30 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff  
 31 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-  
 32 bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other  
 33 than salaries and employees benefits unless otherwise authorized, in advance and in writing, by  
 34 ADMINISTRATOR.

35 D. CONTRACTOR shall maintain personnel files for each staff person, including management and  
 36

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

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

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

16 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
 17 any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification shall  
 18 include at a minimum the following information: employee name(s), position title(s), date(s) of  
 19 resignation, date(s) of hire, and a description of recruitment activity.

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

23 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis  
 24 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,  
 25 maintaining healthy boundaries, reporting child and older adult/dependent adult abuse, dealing with  
 26 difficult Clients, meeting facilitation ~~and medication~~, confidentiality, identification of strengths,  
 27 promoting life skills, and such other topics identified by the COUNTY. Formal training sessions may  
 28 also be used to cover these topics but cannot substitute for weekly supervision hours.

29 J. CONTRACTOR shall maintain a current signature list including each supervisor and provider of  
 30 direct services who signs chart documentation. The list shall include the printed/type staff name and  
 31 title, followed by ~~the~~ legal signature with title as it appears on all ~~chart documents~~. charts. For licensed  
 32 or registered clinical staff, the name must match the name on the license or registration.

33 K. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training  
 34 prior to discharging duties associated with their titles and any other training necessary to assist the  
 35 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State  
 36

1 and Federal regulatory requirements.

2 L. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the COUNTY's  
3 New Provider Training.

4 M. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training  
5 and Annual Compliance Training.

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

9 O. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high  
10 quality, cost effective service provision including initial and on-going staff training.

11 P. A limited number of clinical staff shall be qualified and designated by COUNTY to perform  
12 evaluations pursuant to Section 5150, WIC.

13 Q. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid  
14 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.  
15 Supervision methods should include debriefings and consultation as needed, individual supervision or  
16 one-on-one support, and team meetings. Supervision should be provided by a supervisor who has  
17 extensive knowledge regarding mental health issues.

18 R. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time  
19 the standards referenced below are minimum standards, and shall make every effort to exceed these  
20 minimums.

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

22 2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per billable  
23 FTE, one thousand two hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels  
24 which shall include mental health, case management, crisis intervention, and other support services and  
25 is inclusive of both billable and non-billable services.

26 3. CONTRACTOR shall, during this Period ~~One of the Agreement, provide a minimum of ten~~  
27 ~~thousand eight hundred (10,800) direct service hours. CONTRACTOR shall, during Period Two~~ of the  
28 Agreement, provide a minimum of sixteen thousand eight hundred (16,800) direct service hours.

29 4. CONTRACTOR's Clinicians shall provide a minimum of 80% billable DSH, and 20% non-  
30 billable DSH for the duration of this Agreement, unless otherwise approved by ADMINSTRATOR.

31 5. CONTRACTOR's Case Managers shall provide a minimum of 60% billable DSH, and 40%  
32 non-billable DSH for the duration of this Agreement, unless otherwise approved by  
33 ADMINSTRATOR CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

34 a. Licensed Clinician/Clinician shall provide one hundred (100) DSH per month or one  
35 thousand two hundred (1,200) DSH per year.

b. Case Manager shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

7. CONTRACTOR shall provide Adult In-Home Crisis Stabilization Services to a minimum of ~~three~~ eight hundred (300800) Clients and families during ~~Period One of the Agreement and a minimum of four hundred and fifty (450) Clients during Period Two~~ this period of the Agreement. Services should include the following: crisis intervention, assessment, individual and family therapy, peer mentor services, outreach, social rehabilitative recreational activities, educational/didactic activities and case management hours to eligible individuals, as specified in the Services Paragraph of this Exhibit A to the Agreement.

S. STUDENT INTERNS

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

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

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

2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

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

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1 EXHIBIT B  
 2 TO THE AGREEMENT FOR PROVISION OF  
 3 ADULT IN-HOME CRISIS STABILIZATION SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.  
 8 JULY 1, 2018 THROUGH JUNE 30, 2020  
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
2 //

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

5 B. DEFINITIONS

6 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,  
7 development, implementation, and maintenance of security measures to protect ePHI and to manage the  
8 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

34 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in  
35 45 CFR § 164.501.

1 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in  
2 45 CFR § 160.103.

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

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

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

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

13 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in  
14 45 CFR § 160.103.

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

17 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

23 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at  
24 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

25 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
26 45 CFR § 160.103.

27 16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and  
28 control access to it.

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

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

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

35 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to



1 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required  
2 by law.

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

7 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of  
8 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
9 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

34 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
36

1 and to make information related to such Disclosures available as would be required for COUNTY to  
2 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
3 45 CFR § 164.528.

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

8 //

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

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

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

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

31 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
32 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
33 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
34 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
35 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
36

1 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
 2 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
 3 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
 4 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
 5 event:

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

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

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

#### 14 D. SECURITY RULE

15 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and  
 16 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
 17 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to  
 18 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
 19 CONTRACTOR shall develop and maintain a written information privacy and security program that  
 20 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
 21 CONTRACTOR's operations and the nature and scope of its activities.

22 2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the  
 23 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in  
 24 compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated  
 25 policies upon request.

26 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
 27 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
 28 or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI  
 29 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
 30 behalf of COUNTY. These steps shall include, at a minimum:

31 a. Complying with all of the data system security precautions listed under Subparagraph E.,  
 32 below;

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

35 c. Providing a level and scope of security that is at least comparable to the level and scope

1 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal  
 2 Automated Information Systems, which sets forth guidelines for automated information systems in  
 3 Federal agencies;

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

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

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

### 13 E. DATA SECURITY REQUIREMENTS

#### 14 1. Personal Controls

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

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

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

33 d. Background Check. Before a member of the workforce may access PHI COUNTY  
 34 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 35 COUNTY, a background screening of that worker must be conducted. The screening should be  
 36

1 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
 2 screening being done for those employees who are authorized to bypass significant technical and  
 3 operational security controls. CONTRACTOR shall retain each workforce member's background check  
 4 documentation for a period of three (3) years.

5 2. Technical Security Controls

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

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

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

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

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

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

1 g. User IDs and Password Controls. All users must be issued a unique user name for  
 2 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
 3 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
 4 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
 5 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8)  
 6 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
 7 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
 8 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
 9 from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

35 l. Access Controls. The system providing access to PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
2 must use role based access controls for all user authentications, enforcing the principle of least privilege.

3 m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
6 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
7 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website  
8 access, file transfer, and E-Mail.

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

### 13 3. Audit Controls

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

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

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

### 27 4. Business Continuity/Disaster Recovery Control

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

34 b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
35 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule  
36

1 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount  
 2 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly  
 3 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the  
 4 application owner) must merge with the DRP.

5 5. Paper Document Controls

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

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

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

18 //

19 //

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

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

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

35 F. BREACH DISCOVERY AND NOTIFICATION



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

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

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

10           2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
11 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification  
12 within twenty-four (24) hours of the oral notification.

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

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

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

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

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

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

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

29           5) Contact procedures for Individuals to ask questions or learn additional information,  
30 which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

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

33           5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
34 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
35 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required  
36

1 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure  
2 of PHI did not constitute a Breach.

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

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

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

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

19 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

20 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
21 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
22 //  
23 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
24 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

30 1) The Disclosure is required by law; or

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

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

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

5 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
6 consistent with the minimum necessary P&Ps of COUNTY.

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

9 H. PROHIBITED USES AND DISCLOSURES

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

15 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
16 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
17 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
18 17935(d)(2).

19 I. OBLIGATIONS OF COUNTY

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

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

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

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

32 J. BUSINESS ASSOCIATE TERMINATION

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

35 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the  
36

1 violation within thirty (30) business days; or

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

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

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

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

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

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

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EXHIBIT C  
 TO THE AGREEMENT FOR PROVISION OF  
 ADULT IN-HOME CRISIS STABILIZATION SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.  
 JULY 1, 2018 THROUGH JUNE 30, 2020

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

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

A. DEFINITIONS

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

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

3. "CMPPA Agreement" means the CMPPA Agreement between the 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 the 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 C, 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 the SSA and the CHHS and in the Agreement between the 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 the 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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