

~~AGREEMENT~~CONTRACT FOR PROVISION OF
MENTAL HEALTH PEER SUPPORT AND
~~MENTAL HEALTH PEER SUPPORT AND~~
WELLNESS CENTER SERVICES--SOUTH REGION
BETWEEN
COUNTY OF ORANGE
AND

~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
~~DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
COLLEGE COMMUNITY SERVICES

JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023

THIS ~~AGREEMENT~~CONTRACT entered into this 1st day of July ~~2017 (effective date)~~2020, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ~~ORANGE COUNTY ASSOCIATION FOR~~ College Community Services, a California ~~nonprofit~~MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY, a ~~California non-profit~~ mutual benefit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This ~~Agreement~~Contract shall be administered by the ~~County~~Director of ~~Orange~~the COUNTY's Health Care Agency (~~or an authorized designee ("ADMINISTRATOR").~~).

W I T N E S S E T H :

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health Peer Support and Wellness Center Services--South Region as described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2017~~2020 through June 30, ~~2020~~2023

Period One ~~means the period from:~~ July 1, ~~2017~~2020 through June 30, ~~2018~~2021

Period Two ~~means the period from:~~ July 1, ~~2018~~2021 through June 30, ~~2019~~2022

Period Three ~~means the period from:~~ July 1, ~~2019~~2022 through June 30, ~~2020~~2023

Maximum Obligation: _____

_____ Period One ~~Maximum Obligation:~~ _____ \$ ~~819,222~~ Amount Not to Exceed: \$ 783,528

_____ Period Two ~~Maximum Obligation:~~ _____ 819,222 Amount Not to Exceed: \$ 783,528

_____ Period Three ~~Maximum Obligation:~~ _____ 819,222 Amount Not to Exceed: \$ 783,528

_____ TOTAL AMOUNT NOT TO EXCEED: \$ _____ ~~MAXIMUM OBLIGATION:~~ _____ \$2,457,666 350,584

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: ~~80-608-5077~~ 15-983-2542

~~Contractor Tax~~ **CONTRACTOR TAX ID Number:** _____ ~~95-2036972~~ 4864640

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: ~~Orange County Association for Mental Health~~ College Community Services
~~dba Mental Health Association of Orange County~~
~~822 Town and Country Road~~
~~Orange~~ 4281 Katella Avenue, Suite 201

1 Los Alamitos, CA ~~92868~~90720

2 Contact Name: ~~Jeffery Thrash Chief Executive Officer~~ Gail Laporte, California State

3 Director

4 ~~Contact Email: thrash@mhaoc.org~~

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I. ACRONYMS

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

~~A.~~ A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment

B. AIDS Acquired Immune Deficiency Syndrome

C. ARRA American Recovery and Reinvestment Act of 2009

D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria

E. ASI Addiction Severity Index

F. ASRS Alcohol and Drug Programs Reporting System

G. ~~B.~~ BHS Behavioral Health Services

~~C.~~ H. CalOMS California Outcomes Measurement System

I. CalWORKs California Work Opportunity and Responsibility for Kids

J. CAP Corrective Action Plan

K. CCC California Civil Code

L. ~~D.~~ CCR California Code of Regulations

M. CESI Client Evaluation of Self at Intake

N. CEST Client Evaluation of Self and Treatment

O. CFDA Catalog of Federal Domestic Assistance

P. ~~E.~~ ~~CEO~~ ~~County Executive Office~~

~~F.~~ CFR Code of Federal Regulations

~~G.~~ Q. CHPP COUNTY HIPAA Policies and Procedures

R. CHS Correctional Health Services

S. ~~H.~~ COI Certificate of Insurance

T. CPA Certified Public Accountant

U. ~~I.~~ ~~CRS~~ ~~Crisis Residential Services~~

~~J.~~ CSW Clinical Social Worker

V. ~~K.~~ ~~DD~~ ~~Dual Diagnosis~~

~~L.~~ ~~D/MC~~ ~~Drug/Medi-Cal~~

~~M.~~ DHCS California Department of Health Care Services

W. D/MC Drug/Medi-Cal

X. DPFS Drug Program Fiscal Systems

Y. ~~N.~~ DRS Designated Record Set

Z. EEOC Equal Employment Opportunity Commission

AA. EHR Electronic Health Records

AB. EOC Equal Opportunity Clause

AC. ~~O.~~ ~~DSH~~ ~~Direct Service Hour~~

~~P.~~ ePHI Electronic Protected Health Information

1	Q. <u>AD.</u> EPSDT	Early <u>and</u> Periodic Screening, Diagnosis, and Treatment
2	<u>AF.</u> FFS	Fee For Service
3	<u>AG.</u> R. FSP/ W.	Full Service Partnership/ Wraparound
4	<u>AH.</u> FTE	Full Time Equivalent
5	<u>AI.</u> S. GAAP	Generally Accepted Accounting Principles
6	<u>AJ.</u> T. HCA	<u>County of Orange Health Care Agency</u>
7	<u>AK.</u> U. HHS	<u>Federal Health and Human Services Agency</u>
8	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	W. <u>AM.</u> HITECH	Health Information Technology for Economic and Clinical
11		Health Act, Public Law 111-005
12	<u>AN.</u> HIV	Human Immunodeficiency Virus
13	<u>AO.</u> HSC	California Health and Safety Code
14	XAP. IRIS	Integrated Records and Information System
15	<u>AQ.</u> ITC	Indigent Trauma Care
16	AR. Y. ISO	Insurance Services Office
17	Z. LCSW	Licensed Clinical Social Worker
18	<u>AS.</u> MAT	Medication Assisted Treatment
19	<u>AT.</u> AA. LPT	Licensed Psychiatric Technician
20	AB. LVN	Licensed Vocational Nurse
21	AC. MFT	Marriage and Family Therapist
22	<u>AU.</u> MH	Mental Health
23	<u>AV.</u> AD. MHP	Mental Health Plan
24	AE. <u>AW.</u> MHS	Mental Health Specialist
25	<u>AX.</u> MHSA	Mental Health Services Act
26	<u>AZ.</u> MSN AF. MHS	Medical and Institutional Health Services <u>Safety Net</u>
27	<u>BA.</u> NIH	National Institutes of Health
28	<u>BB.</u> AG. NOA A	Notice of Action
29	AH. NPI	National Provider Identifier
30	<u>BC.</u> NPPES	National Plan and Provider Enumeration System
31	<u>BD.</u> OCR	Federal Office for Civil Rights
32	<u>BE.</u> AI. NPP	Notice of Privacy Practices
33	AJ. OIG	<u>Federal Office of Inspector General</u>
34	<u>BF.</u> AK. OMB	<u>Federal Office of Management and Budget</u>
35	ALBG. OPM	Federal Office of Personnel Management
36	<u>BH.</u> P&P	Policy and Procedure
37	<u>BI.</u> PA DSS	Payment Application Data Security Standard

1	<u>BJ. PATH</u>	<u>Projects for Assistance in Transition from Homelessness</u>
2	BK. <u>AM.</u> PC	State of California Penal Code
3	<u>BL. PCI DSS</u>	<u>Payment Card Industry Data Security Standards</u>
4	<u>BM. PCS</u>	<u>Post-Release Community Supervision</u>
5	BN. <u>AN.</u> PHI	Protected Health Information
6	BO. <u>AQ.</u> PII	Personally Identifiable Information
7	APBP. PRA	California Public ReecordRecords Act
8	<u>BQ. PSC</u>	<u>Professional Services Contract System</u>
9	<u>BR. SAPTBG</u>	<u>Substance Abuse Prevention and Treatment Block Grant</u>
10	BS. <u>AQ.</u> QIC	Quality Improvement Committee
11	AR. SIR	Self-Insured Retention
12	<u>BT. SMA</u>	<u>Statewide Maximum Allowable (rate)</u>
13	<u>BU. SOW</u>	<u>Scope of Work</u>
14	<u>BV. SUD</u>	<u>Substance Use Disorder</u>
15	<u>BW. UMDAP</u>	<u>Uniform Method of Determining Ability to Pay</u>
16	<u>BX. UOS</u>	<u>Units of Service</u>
17	BY. <u>AS.</u> SSA	Social Services Agency
18	AT. TAY	Transitional Age Youth
19	AU. TBS	Therapeutic Behavioral Services
20	AV. USC	United States Code
21	AW. <u>BZ.</u> WIC	State of California Welfare Women, Infants and Institutions Code Children
22	AX. WOC	Wraparound Orange County

II. ALTERATION OF TERMS

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

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

III. ~~Assignment of Debts~~ASSIGNMENT OF DEBTS

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

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

6 **IV. COMPLIANCE**

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

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

13 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of~~
 14 ~~Conduct or establish~~ provide ADMINISTRATOR with proof of its own, provided compliance program,
 15 code of conduct and any compliance related policies and procedures. CONTRACTOR's ~~Compliance~~
 16 ~~Program and Code of Conduct have been~~ compliance program, code of conduct and any related policies
 17 and procedures shall be verified to by ADMINISTRATOR's Compliance Department to ensure they
 18 include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs
 19 below. this Compliance Paragraph to this Contract. These elements include:

20 a. Designation of a Compliance Officer and/or compliance staff.

21 b. Written standards, policies and/or procedures.

22 c. Compliance related training and/or education program and proof of completion.

23 d. Communication methods for reporting concerns to the Compliance Officer.

24 e. Methodology for conducting internal monitoring and auditing.

25 f. Methodology for detecting and correcting offenses.

26 g. Methodology/Procedure for enforcing disciplinary standards.

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

34 4. If CONTRACTOR elects to have its own ~~Compliance Program and Code of~~
 35 ~~Conduct~~ compliance program, code of conduct and any Compliance related policies and procedures
 36 reviewed by ADMINISTRATOR, then ~~it~~ CONTRACTOR shall submit a copy of its ~~Compliance Program,~~
 37 ~~Code~~ compliance program, code of ~~Conduct~~ conduct and all relevant policies and procedures to

ADMINISTRATOR within thirty (30) calendar days of ~~award~~execution of this ~~Agreement~~Contract. 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 ~~contains all required elements.~~ ADMINISTRATOR shall inform CONTRACTOR ~~shall take necessary action~~of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements 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 and Code of Conduct contains~~compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this ~~Agreement~~Contract are made aware of CONTRACTOR's ~~Compliance Program, Code~~compliance program, code of Conduct and ~~conduct~~, related policies and procedures:

~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds and contact information for termination of this Agreement as to the non-complying party~~ ADMINISTRATOR's Compliance Program.

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

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more

1 ~~than one hundred sixty (160) hours during the calendar year.~~ CONTRACTOR shall ensure that all
 2 Covered Individuals relative to this AgreementContract are made aware of ADMINISTRATOR's
 3 Compliance Program, Code of Conduct and related policies and procedures; (or CONTRACTOR's own
 4 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected
 5 to use its own).

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

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

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

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

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

21 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 22 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 23 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
 24 directly relative to this AgreementContract becomes debarred, excluded or otherwise becomes an
 25 Ineligible Person.

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

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

37 //

1 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
2 by ADMINISTRATOR.

3 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
4 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered
5 Individuals.

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

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

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

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

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

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

21 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
22 Individuals relative to this Contract. This includes compliance with federal and state healthcare program
23 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the
24 Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

34 E. ~~MEDI-CAL~~ ~~D. MEDICAL~~ BILLING, CODING, AND DOCUMENTATION COMPLIANCE
35 STANDARDS

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
37 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

1 and are consistent with federal, state and county laws and regulations. This includes compliance with
 2 federal and state health care program regulations and procedures or instructions otherwise communicated
 3 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

6 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
 7 fully documented. When such services are coded, CONTRACTOR shall use ~~accurate~~proper billing codes
 8 which accurately describes the services provided and must ensure compliance with all billing and
 9 documentation requirements.

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

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

14 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
 15 participate in the quality improvement activities developed in the implementation of the Quality
 16 Management Program.

17 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
 18 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
 19 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
 20 §1810.410.subds.(c)-(d).

21 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
 22 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
 23 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
 24 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
 25 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
 26 default.

27

28 V. ~~Confidentiality~~CONFIDENTIALITY

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

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

37 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written

1 consents for the release of information from all persons served by CONTRACTOR pursuant to this
2 //

3 ~~Agreement~~Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC,
4 Division 1, Part 2.6, relating to confidentiality of medical information.

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

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

16 **VI. ~~Cost Report~~CONFLICT OF INTEREST**

17 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
18 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
19 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
20 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to
21 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or
22 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence
23 or appear to influence COUNTY staff or elected officers in the performance of their duties.
24

25 **VII. COST REPORT**

26 A. CONTRACTOR shall submit separate ~~individual and/or consolidated~~ Cost Reports for Period
27 One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar
28 days following the period for which they are prepared or termination of this ~~Agreement~~Contract.

29 CONTRACTOR shall prepare the ~~individual and/or consolidated~~ Cost Report in accordance with all
30 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this
31 ~~Agreement~~Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs,
32 cost centers, services, and funding sources in accordance with such requirements and consistent with
33 prudent business practice, which costs and allocations shall be supported by source documentation
34 maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

35 ~~In the event CONTRACTOR has multiple Agreements for mental health services that are administered~~
36 ~~by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be~~
37

1 ~~required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report~~
 2 ~~to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all~~
 3 ~~individual Cost Reports to be incorporated into a consolidated Cost Report.//~~

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

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

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

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

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

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

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

1 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
2 COUNTY.

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4 ~~— D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance~~
5 ~~(SMA) rates per Medi Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to~~
6 ~~CONTRACTOR~~ D. If the Cost Report indicates the actual and reimbursable costs of services

7 provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate
8 of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to
9 COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the
10 submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30)
11 calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies,
12 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

13 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
14 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
15 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
16 payment does not exceed the Maximum Obligation of COUNTY.

17 =

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

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

23
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
25 supporting documentation prepared by _____ for the cost report period
26 beginning _____ and ending _____ and that, to the best of my knowledge
27 and belief, costs reimbursed through this ~~Agreement~~Contract are reasonable and
28 allowable and directly or indirectly related to the services provided and that this Cost
29 Report is a true, correct, and complete statement from the books and records of
30 (provider name) in accordance with applicable instructions, except as noted. I also
31 hereby certify that I have the authority to execute the accompanying Cost Report.

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33 Signed _____
34 Name _____
35 Title _____
36 Date _____"

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VII. DEBARMENT AND SUSPENSION CERTIFICATION

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

 - ~~1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;~~
 - ~~2. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~
 - ~~3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.~~
 - ~~4. Have not within a three year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.~~
 - ~~5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.~~
 - ~~6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.~~~~
- ~~B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.~~

VIII. Delegation, Assignment and Subcontracts
DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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

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

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

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

33 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
 34 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
 35 COUNTY for the provision of services under the Contract.

36 C. CONTRACTOR's obligations undertaken pursuant to this ~~Agreement~~ Contract may be carried
 37 out by means of subcontracts, provided such ~~subcontracts~~ subcontractors are approved in advance, ~~in~~

1 ~~writing~~ by ADMINISTRATOR, meet the requirements of this ~~Agreement~~Contract as they relate to the
 2 service or activity under subcontract, ~~and~~ include any provisions that ADMINISTRATOR may require,
 3 and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

4 1. After approval of ~~a subcontract~~, ~~ADMINISTRATOR~~the subcontractor, ~~ADMINISTRATOR~~
 5 may revoke the approval of ~~a subcontract~~the subcontractor upon five (5) calendar ~~day's~~days' written
 6 notice to CONTRACTOR if the ~~subcontract~~subcontractor subsequently fails to meet the requirements of
 7 this ~~Agreement~~Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR
 8 may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

16 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status
 17 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also
 18 obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against
 19 COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under
 20 the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may
 21 arise prior to or during the period of Contract performance. While CONTRACTOR will be required to
 22 provide this information without prompting from COUNTY any time there is a change in
 23 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
 24 update to COUNTY of its status in these areas whenever requested by COUNTY.

25 **IX. ~~Employee Eligibility Verification~~DISPUTE RESOLUTION**

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

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

33 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 34 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
 35 a written statement signed by an authorized representative indicating that the demand is made in good
 36 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
 37

1 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

2 ~~B. —CONTRACTOR warrants~~ Pending the final resolution of any dispute arising under, related
 3 to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of
 4 services secured via this Contract, including the delivery of goods and/or provision of services.
 5 CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Contract.

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

10 D. This Contract has been negotiated and executed in the State of California and shall be governed
 11 by and construed under the laws of the State of California. In the event of any legal action to enforce or
 12 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
 13 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
 14 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
 15 to waive any and all rights to request that an action be transferred for adjudication to another county.

16 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

27 #

28 **XI. ~~Equipment~~EQUIPMENT**

29 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 30 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 31 ADMINISTRATOR to assist in performing the services described in this ~~Agreement.~~Contract.
 32 “Relatively Permanent” is defined as having a useful life of one (1) year or longer. Equipment which
 33 costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are
 34 defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges,
 35 sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but
 36 may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is
 37

1 not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost
2 of Equipment purchased, in whole or in part, with funds paid pursuant to this AgreementContract shall be
3 depreciated according to GAAP.

4 //

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

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

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

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

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

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

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

34 ~~XII. Facilities, Payments and Services.~~ **FACILITIES, PAYMENTS AND SERVICES**

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

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

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

9
10 XIII. INDEMNIFICATION AND INSURANCE, ~~INDEMNIFICATION AND INSURANCE~~

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

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

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

37 D. All SIRs ~~and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs or deductibles apply,~~

1 ~~indicate this on the COI with a zero (0) by the appropriate line of coverage.~~ Any SIR ~~or deductible~~ in an
 2 amount in excess of \$fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability)~~ shall specifically
 3 be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited
 4 //

5 financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
 6 limitation of, any other indemnity provision(s) in this ~~Agreement~~ Contract, agrees to all of the following:

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

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

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

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

20 F. QUALIFIED INSURER

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

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

29 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 30 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	\$1,000,000 per occurrence

1 for owned, non-owned and hired vehicles
 2 (4 passengers or less)

4	Workers' Compensation	Statutory
5	Employers' Liability Insurance	\$1,000,000 per occurrence
7	Network Security & Privacy Liability-	\$1,000,000 per claims <u>made</u>
9	Professional Liability Insurance	\$1,000,000 per claims <u>made</u>
10		\$1,000,000 aggregate
12	Sexual Misconduct Liability	\$1,000,000 per occurrence

14 H. REQUIRED COVERAGE FORMS

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

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

19 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

36 J. All insurance policies required by this ~~Agreement~~ Contract shall waive all rights of subrogation
 37 against the County of Orange, its elected and appointed officials, officers, agents and employees when

1 acting within the scope of their appointment or employment.

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

4 //

5 *officers, agents and employees,* or provide blanket coverage, which will state ***AS REQUIRED BY***
6 ***WRITTEN ~~AGREEMENT-CONTRACT.~~***

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

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

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

17 ~~—O~~ O. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
18 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
19 made to the next qualified vendor. COUNTY expressly retains the right to terminate should insurance
20 certificates and endorsements not meet minimum contractual requirements.

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

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

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

35 ~~—R~~ S. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

4 //

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~~Contract.

7 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
8 provisions stipulated in this ~~Agreement~~Contract by the above specified due dates, ADMINISTRATOR
9 shall have 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~~Contracts between COUNTY and CONTRACTOR until such time
12 that the required COI and endorsements that meet the insurance provisions stipulated in this
13 ~~Agreement~~Contract are 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~~Contracts between
16 COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the
17 insurance provisions stipulated in this ~~Agreement~~Contract 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 **XIV. ~~Inspections and Audits~~ 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~~Contract, for the purpose of
31 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or
32 making transcripts during the periods of retention set forth in the Records Management and Maintenance
33 Paragraph of this ~~Agreement~~Contract. Such persons may at all reasonable times inspect or otherwise
34 evaluate the services provided pursuant to this ~~Agreement~~Contract, and the premises in which they are
35 provided.

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in
37 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 ~~Agreement~~Contract, and shall provide the above-mentioned persons adequate office space to conduct
2 such evaluation or monitoring.

3 //
4 //

5 C. AUDIT RESPONSE

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

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

19 //
20 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
21 amount not to exceed the reimbursement due COUNTY.

22 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~an annual~~
23 ~~Single Audit as required by 31 USC 7501-7507, as well as its implementing regulations under 2 CFR~~
24 ~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal~~
25 ~~Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)~~
26 ~~calendar days of receipt~~and file with ADMINISTRATOR, an annual, independent, organization-wide
27 audit of related expenditures as may be required during the term of this Contract.

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

32
33 **XV. ~~Licenses and Law~~LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
35 the term of this ~~Agreement~~Contract, maintain all necessary licenses, permits, approvals, certificates,
36 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required
37 by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all

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

5 ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

29 1. ARRA of 2009.

30 ~~2.~~ 2. Trafficking Victims Protection Act of 2000.

31 3. WIC, Division 5, Community Mental Health Services.

32 ~~34.~~ 4. WIC, Division 6, Admissions and Judicial Commitments.

33 ~~45.~~ 5. WIC, Division 7, Mental Institutions.

34 ~~56.~~ 6. HSC, §§1250 et seq., Health Facilities.

35 ~~67.~~ 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

36 ~~78.~~ 8. CCR, Title 9, Rehabilitative and Developmental Services.

37 ~~89.~~ 9. CCR, Title 17, Public Health.

~~9.~~ 10. CCR, Title 22, Social Security.

~~11.~~ 10. CFR, Title 42, Public Health.

~~12.~~ CFR, Title 45, Public Welfare.

~~13.~~ USC Title 42. Public Health and Welfare.

~~14.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

~~15.~~ 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

~~16.~~ 42 USC §1857, et seq., Clean Air Act.

~~17.~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

~~18.~~ 31 USC 7501.70, Federal Single Audit Act of 1984.

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

19. Policies and procedures set forth in Mental Health Services Act.

20. Policies and procedures set forth in DHCS Letters.

~~20~~21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards.

23. 42 CFR, Section 438, Managed Care Regulations

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

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

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this ~~Agreement~~Contract, CONTRACTOR shall develop social media ~~Policy & Procedures~~policies and procedures and have them

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

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

9
 10 **XVII. ~~MAXIMUM OBLIGATION~~Maximum Obligation**

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

15 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
 16 percent (10%) of ~~the original amount of the first year of~~Period One funding for this ~~Agreement~~Contract.

17
 18 **~~XVII. MINIMUM WAGE LAWS~~**

19 **XVIII. MINIMUM WAGE LAWS**

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

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

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.

35
 36 **XIX. ~~Nondiscrimination~~NONDISCRIMINATION**

37 **A. EMPLOYMENT**

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

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

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

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

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

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

32 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 33 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 34 on the basis of race, ~~religious~~ creed, color, national origin, ancestry, physical disability, mental disability,
 35 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 36 age, sexual orientation, or military and veteran status –in accordance with Title IX of the Education
 37 Amendments of 1972 as they relate to 20 USC §1681 - §1688; ~~Title VI~~ of the Civil Rights Act of 1964

(42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, ~~Discrimination~~ discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~may file an appeal.~~ has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; ~~and~~ and if applicable, as implemented

1 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
2 legislation.

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

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

12
13 **XX. ~~Notices~~ NOTICES**

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

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

19 2. When faxed, transmission confirmed;

20 3. When sent by Email; or

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

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

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

31 D. For purposes of this ~~Agreement~~ Contract, any notice to be provided by COUNTY may be given
32 by ADMINISTRATOR.

33
34 **XXI. ~~Notification of Death~~ NOTIFICATION OF DEATH**

35 A. Upon becoming aware of the death of any person served pursuant to this ~~Agreement~~ Contract,
36 CONTRACTOR shall immediately notify ADMINISTRATOR.

37 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the

1 name of the deceased, the date and time of death, the nature and circumstances of the death, and the
2 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

8 2. WRITTEN NOTIFICATION

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

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

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

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

22
23 ~~XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

24 . NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

32
33 ~~XXIII. Records Management and Maintenance.~~ RECORDS MANAGEMENT AND
34 MAINTENANCE

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

1 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
 2 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
 3 shall include, but not be limited to, individual patient charts and utilization review records.

4 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN

5 //

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

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

12 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
 13 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
 14 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
 15 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

24 D. CONTRACTOR shall ~~ensure appropriate~~ retain all financial records ~~related to~~ for a minimum of
 25 ten (10) years from the termination of the contract, unless a longer period is required due to ~~cost reporting,~~
 26 ~~expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~
 27 legal proceedings such as litigations and/or settlement of claims.

28 E. CONTRACTOR shall ~~ensure all appropriate state and federal standards of documentation,~~
 29 ~~preparation, and confidentiality of~~ retain all client and/or patient medical records related to ~~for ten (10)~~
 30 years following discharge of the participant, client and/or patient ~~records are met at all times.~~

31 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
 32 billings, and revenues available at one (1) location within the limits of the County of Orange. If
 33 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
 34 written approval to CONTRACTOR to maintain records in a single location, identified by
 35 CONTRACTOR.

36 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
 37 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all

1 information that is requested by the PRA request.

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

- 6 1. The medical records and billing records about individuals maintained by or for a covered
7 health care provider;
- 8 2. The enrollment, payment, claims adjudication, and case or medical management record
9 systems maintained by or for a health plan; or
- 10 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

11 GI. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
12 accordance with the terms of this AgreementContract and common business practices. If documentation
13 is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

- 14 1. Have documents readily available within ~~forty-eight (48)~~twenty-four (24) hour notice of a
15 scheduled audit or site visit.
- 16 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 17 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
18 requested.

19 ~~—H//~~

20 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
21 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
22 ~~email or fax,~~ upon the discovery of a Breach of ~~unsecured PHI~~privacy and/or ~~PHI~~

23 ~~—Isecurity of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by~~
24 ~~law or regulation, and copy ADMINISTRATOR on such notifications.~~

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

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

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

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

37 ~~—M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may~~

~~provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.~~

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

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

XXIV. 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 AgreementContract for the purpose of personal or professional research, or for publication.

XXV. SeverabilitySEVERABILITY

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

XXVI. Special ProvisionsSPECIAL PROVISIONS

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

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

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

4 8. Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

21 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's Clients.

23
24 **XXVII. ~~Status of Contractor~~STATUS OF CONTRACTOR**

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

36
37 **XXVIII. ~~Term~~TERM**

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

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

11 ~~XXIX. Termination~~TERMINATION

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

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

18 ~~—C. COUNTY may terminate this Agreement~~ A. CONTRACTOR shall be responsible for
 19 meeting all programmatic and administrative contracted objectives and requirements as indicated in this
 20 Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level
 21 of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If
 22 CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may
 23 be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

24 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
 25 any of the following events:

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
- 28 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 29 another entity without the prior written consent of COUNTY.
- 30 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 31 required pursuant to this ~~Agreement~~Contract.
- 32 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 33 ~~Agreement~~Contract.
- 34 6. The continued incapacity of any physician or licensed person to perform duties required
 35 pursuant to this ~~Agreement~~Contract.
- 36 7. Unethical conduct or malpractice by any physician or licensed person providing services
 37 pursuant to this ~~Agreement~~Contract; provided, however, COUNTY may waive this option if

1 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted
 2 pursuant to this Contract.

3 ~~removes such physician or licensed person from serving persons treated or assisted pursuant to this~~
 4 ~~Agreement.~~

5 ~~—D~~ C. CONTINGENT FUNDING

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

7 //

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

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

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

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

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

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

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

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

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

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

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

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

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

//

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

~~G.~~//

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

~~XXX. THIRD PARTY BENEFICIARY~~

THIRD PARTY BENEFICIARY

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

~~XXXI. WAIVER OF DEFAULT OR BREACH~~

WAIVER OF DEFAULT OR BREACH

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

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

3
4 ~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
5 ~~DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~

6
7
8 COLLEGE COMMUNITY SERVICES

9
10 BY: _____ DATED: _____

11
12
13 TITLE: - _____

14
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18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

31
32
33 BY: _____ DATED: - _____

34 DEPUTY

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
signature alone is required by ADMINISTRATOR

EXHIBIT A

~~AGREEMENT~~ TO CONTRACT FOR PROVISION OF
MENTAL ~~HEALTH~~ PEER HEALTH
PEER SUPPORT AND
WELLNESS CENTER SERVICES ~~—SOUTH~~ REGION

BETWEEN
COUNTY OF ORANGE

AND

~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~

~~July~~ COLLEGE COMMUNITY SERVICES

JULY 1, 2017 ~~2020~~ THROUGH JUNE 30, ~~2020~~ 2023

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

4. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center’s rules of conduct.

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

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

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

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

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

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

20 8. Data Collection System means software designed for collection, tracking and reporting
 21 outcomes data for clients enrolled in the FSP Programs.

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

24 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the
 25 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working
 26 on strategies for gathering new data from the consumers' perspective which will improve understanding
 27 of clients' needs and desires towards furthering their recovery. This individual will provide feedback to
 28 the program and work collaboratively with the employment specialist, education specialist, benefits
 29 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position
 30 will be responsible for attending all data and outcome related meetings and ensuring that program is being
 31 proactive in all data collection requirements and changes at the local and state level.

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

35 d. KET means Key Event Tracking and refers to the tracking of a client's movement or
 36 changes in the approved data collection system. A KET must be completed and entered accurately each
 37 time CONTRACTOR is reporting a change from previous client status in certain categories. These

1 categories include: residential status, employment status, education and benefits establishment.

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

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

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

14 11. CAT means Centralized Assessment Team and refers to a team of clinicians who provide
15 mobile response, including mental health evaluations/assessment, for those experiencing a mental health
16 crisis, on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide
17 diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental
18 health services.

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

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

25
26 14. Clinical Director means an individual who meets the minimum requirements set forth in Title
27 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health
28 setting.

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

34 16. CSW means an individual who meets the minimum professional and licensure requirements
35 set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a
36 mental health setting.

37 //

1 17. Diagnosis means the definition of the nature of the client's disorder. When formulating the
 2 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
 3 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
 4 recorded on all IRIS documents, as appropriate.

5 18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
 6 providing client services. DSH credit is obtained for providing mental health, case management,
 7 medication support and a crisis intervention service to any client open in the IRIS which includes both
 8 billable and non-billable services.

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

12 20. Face-to-Face means an encounter between client and provider where they are both physically
 13 present.

14 21. FSP

15 a. A FSP means Full Service Partnership and refers to a type of program described by the
 16 State in the requirements for the COUNTY plan for use of MHSA funds and which includes clients being
 17 a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based
 18 and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary
 19 teams will be established including the client, psychiatrist, and PSC. Whenever possible, these
 20 multidisciplinary teams will include a mental health nurse, marriage and family therapist, clinical social
 21 worker, peer specialist, and family members. The ideal client to staff ratio will be in the range of fifteen
 22 to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will
 23 include, but not be limited to, the following:

24 b. Crisis management;

- 25 1) Housing Services;
 26 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case
 27 management;
 28 3) Community-based Wraparound Recovery Services;
 29 4) Vocational and Educational services;
 30 5) Job Coaching/Developing;
 31 6) Consumer employment;
 32 7) Money management/Representative Payee support;
 33 8) Flexible Fund account for immediate needs;
 34 9) Transportation;
 35 10) Illness education and self-management;
 36 11) Medication Support;
 37 12) Co-occurring Services;

1 13) Linkage to financial benefits/entitlements;

2 14) Family and Peer Support; and

3 15) Supportive socialization and meaningful community roles.

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

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

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

22 23. Individual Services and Support Funds - Flexible Funds (aka Flex Funds) means funds
23 intended for use to provide clients and/or their families with immediate assistance, as deemed necessary,
24 for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally
25 categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that
26 are individualized and appropriate to support client's mental health treatment activities.

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

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

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

37 //

1 27. Employment Specialist means a specialized position dedicated to cultivating and nurturing
 2 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,
 3 and goals. This position will also integrate knowledge about career development and job preparation to
 4 ensure successful job retention and satisfaction of both employer and employee.

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

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

10 30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
 11 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
 12 social adjustment and/or vocational adjustment.

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

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

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

22 c. Co-Occurring see DD Integrated Treatment Model.

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

26 e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise
 27 treatment model that is non-confrontational, follows behavioral principles, considers interactions between
 28 mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and
 29 substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
 30 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
 31 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
 32 setting at the same time.

33 f. Medication Support Services means those services provided by a licensed physician,
 34 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
 35 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
 36 symptoms of mental illness. These services also include evaluation and documentation of the clinical
 37 justification and effectiveness for use of the medication, dosage, side effects, compliance and response to

1 medication, as well as obtaining informed consent, providing medication education and plan development
2 related to the delivery of the service and/or assessment of the beneficiary.

3 g. Rehabilitation Service means an activity which includes assistance in improving,
4 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
5 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
6 medication education.

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

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

16 32. MHSA means Mental Health Services Act and refers to the law that provides funding for
17 expanded community mental health services. It is also known as "Proposition 63."

18 33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
19 health field or has a high school diploma and two (2) years of experience delivering services in a mental
20 health field.

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

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

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

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

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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 38. Outreach means the outreach to potential clients to link them to appropriate mental health
4 services and may include activities that involve educating the community about the services offered and
5 requirements for participation in the programs. Such activities should result in the CONTRACTOR
6 developing their own client referral sources for the programs they offer.

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

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

20 41. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits
21 that are given to clients that qualify for medication benefits.

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

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

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

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

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

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

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

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

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

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

19 51. Recovery is "a process of change through which individuals improve their health and
 20 wellness, live a self-directed life, and strive to reach their full potential," and identifies four major
 21 dimensions to support recovery in live:

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

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

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

28 d. Community: Relationships and social networks that provide support, friendship, love,
 29 and hope."

30 52. Referral means providing the effective linkage of a client to another service, when indicated;
 31 with follow-up to be provided within five (5) working days to assure that the client has made contact with
 32 the referred service.

33 53. Supportive Housing PSC means a person who provides services in a supportive housing
 34 structure. This person will coordinate activities which will include, but not be limited to: independent
 35 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
 36 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
 37 consult with the multidisciplinary team of clients assigned by the program. The PSC's will be active in

1 supporting and implementing a full service partnership philosophy and its individualized,
2 ~~strengths-based, culturally appropriate, and client-centered approach.~~
3 strengths-based, culturally appropriate, and client-centered approach.

4 54. Supervisory Review means ongoing clinical case reviews in accordance with procedures
5 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
6 compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review
7 is conducted by the program/clinic director or designee.

8 55. Token means the security device which allows an individual user to access the
9 ADMINISTRATOR computer based IRIS.

10 56. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method
11 used for determining the annual client liability for mental health services received from COUNTY mental
12 health system and is set by the State of California.

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

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

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

24 **II. BUDGET**

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

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37 Exhibit A to the Contract and the following budget, which are set forth for informational purposes only

1 and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and
 2 CONTRACTOR.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
ADMINISTRATIVE COST				
Indirect Costs	\$ 77,394 102,199	\$ 77,394 102,199	\$ 77,394 102,199	\$ 232,182 306,597
PROGRAM COST				
Salaries	\$ 408,071 344,365	\$ 408,071 344,365	\$ 408,071 344,365	\$1,224,213033,095
Benefits	77,526 75,760	77,526 75,760	77,526 75,760	232,578 227,280
- Services and Supplies	\$ 256,231	\$ 256,231	\$ 256,231	\$ 768,693
Start-Up	\$ <u>50,000</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>50,000</u>
SUBTOTAL	\$ 741,828 681,329	\$ 741,828 681,329	\$ 741,828 681,329	\$2,225,484043,987
PROGRAM COST	741,828 681,329	741,828 681,329	741,828 681,329	
TOTAL GROSS COST	\$ 819,222 783,528	\$ 819,222 783,528	\$ 819,222 783,528	\$2,457,666350,584
REVENUE				
MHSA	\$ 819,222 783,528	\$ 819,222 783,528	\$ 819,222 783,528	\$ 2,457,666 350,584
TOTAL REVENUE	\$ 819,222 783,528	\$ 819,222 783,528	\$ 819,222 783,528	\$2,457,666350,584
TOTAL MAXIMUM OBLIGATION	\$ 819,222 783,528	\$ 819,222 783,528	\$ 819,222 783,528	\$2,457,666350,584

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37 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds

1 between budgeted line items within a program, for the purpose of meeting specific program needs or for
 2 providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form
 3 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 4 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a
 5 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 6 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 7 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 8 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 9 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 10 Modification Request(s) may result in disallowance of those costs.

11 **III. PAYMENTS**

12
 13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the ~~provisional amounts of \$68,268~~
 14 ~~per month.~~ actual monthly cost of providing services per month. ADMINISTRATOR may authorize an
 15 increase/decrease in this payment amount to CONTRACTOR. All payments are interim payments only,
 16 and subject to Final Settlement in accordance with the Cost Report Paragraph of the ~~Agreement~~Contract
 17 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;
 18 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period
 19 as stated in the Referenced Contract Provisions of the ~~Agreement~~Contract and, provided further,
 20 CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and Federal regulations.
 21 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
 22 provisional amount specified above has not been fully paid.

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

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

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

37 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide

1 such information as is required by ADMINISTRATOR. Invoices are due the ~~tenth (10th)~~ twentieth (20th)
 2 day of the month. Invoices received after the due date may not be paid within the same month. Payments
 3 to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt
 4 of the correctly completed invoice.

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

8 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
 9 any provision of the ~~Agreement~~ Contract.

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

13 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 14 Payments Paragraph of this Exhibit A to the ~~Agreement~~ Contract.

15 16 **IV. REPORTS**

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

19 **B. FISCAL**

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

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

35 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 36 These reports shall contain required information, and be on a form acceptable to, or provided by,
 37 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days

1 following the end of the month being reported. CONTRACTOR must request in writing any extensions
2 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
3 total extension will not exceed more than five (5) calendar days.

4 D. PROGRAMMATIC – Throughout the term of the AgreementContract, CONTRACTOR shall
5 submit monthly programmatic reports to ADMINISTRATOR, which shall be received by
6 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
7 reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include
8 a description of CONTRACTOR's progress in implementing the provisions of the AgreementContract,
9 highlights of the events and activities for the reporting month, and any pertinent facts or interim findings,
10 staff changes, status of licenses and/or certifications, changes in population served and reasons for any
11 such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at
12 their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
13 satisfactorily in achieving all the terms of the AgreementContract, and if not, shall specify what steps are
14 being taken to achieve satisfactory progress.

15 #

16 E. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
17 welfare of members, including but not limited to serious physical harm to self or others, serious destruction
18 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR
19 shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident, and complete
20 a Special Incident Report in accordance with guidelines provided by ADMINISTRATOR.
21 CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that
22 adversely affect the quality or accessibility of member-related services provided by, or under contract
23 with, COUNTY as identified in the ADMINISTRATOR Policies and Procedures (P&Ps).

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

28 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
29 Paragraph of this Exhibit A to the AgreementContract.

30
31 **V. SERVICES**

32 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of services
33 described herein at the following location, or any other location approved, in advance, in writing, by
34 ADMINISTRATOR:

35 _____ 23072 Lake Center Drive
36 _____ Lake Forest, California 92630

37 1. The facility shall include space to support the services identified within the

1 ~~Agreement~~Contract.

2 2. The facility shall be open until at least 5:00 p.m.; provided, however, CONTRACTOR shall
3 modify these hours of operation to include regularly scheduled evening and weekend hours in order to
4 meet member needs.

5 B. PERSONS TO BE SERVED – The target groups for the Peer Support and Wellness Center
6 (Wellness Center) consist of adults residing in COUNTY, eighteen (18) years of age or older, who have
7 been diagnosed with a serious mental illness and who may have a co-occurring disorder. ~~To benefit from~~
8 ~~groups/classes/activities, members~~The target population should be ~~relatively stable, working on~~actively
9 ~~managing~~ their recovery; and ~~may require a support system to assist them~~independently engaged in
10 ~~maintaining their stability while continuing~~mental health treatment in the community. The Wellness
11 Center's services are designed to contribute to ~~progress in their~~an individual's continued personal growth
12 and ~~development.~~help a person gain the skills necessary to sustain independent community living. The
13 Wellness Center program shall have the ability to host a minimum of fifty (50) members each day of
14 operation.

15 C. SERVICES TO BE PROVIDED

16 1. CONTRACTOR shall provide a Wellness Center program that is culturally and linguistically
17 appropriate while focusing on personalized socialization, relationship building, assistance maintaining
18 benefits, setting employment goals, and providing educational opportunities. The Wellness Center shall
19 be grounded in a recovery model that will enable services to be provided to a diverse member base.

20 2. Wellness Center services shall be member-driven and embedded within an array of services
21 to include: individualized wellness recovery action plans, peer supports, social outings, and recreational
22 activities. The Wellness Center shall be based upon a non-reliance on professionals and peer-to-peer
23 support in a non-judgmental environment. A wide variety of weekend, evening, and holiday social
24 activities shall be provided for members to increase socialization and encourage integration into the
25 community. In addition, the Wellness Center shall make effort to engage in collaborative activities with
26 the other Wellness Centers. The ultimate goal of the Wellness Center program is to reduce reliance on
27 the mental health system and to increase self-reliance by building a healthy network of support, which
28 may involve the members family, friends, and significant others.

29 3. Wellness Center members shall be offered a broad range of personalized social development
30 services that are culturally relevant and tie into the recovery model.

31 4. The philosophy of the Wellness Center shall draw upon cultural strengths and utilize service
32 delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and
33 culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the
34 development of the programming, recruitment, and hiring of staff that speak the same language and have
35 the same cultural background of the members that are to be served. This inclusion of COUNTY's multiple
36 //

37 cultures will assist in maximizing access to services offered at the Wellness Center. ADMINISTRATOR

1 will provide education and training to staff addressing cultural and linguistic needs.

2 5. MEMBER ADVISORY BOARD - The Wellness Center shall have a Member Advisory
3 Board (MAB) comprised of and driven by active members, who shall be accessible to, and serve as role
4 models to all Center members, and provide recommendations for Center activities and ongoing program
5 development, develop subcommittees to assist with various projects, and to ensure adherence to the
6 Wellness Center's rules of conduct and social agreements. In support of the MAB, CONTRACTOR shall:

7 a. Solicit membership to the MAB whenever a vacancy is created through attrition of term
8 limits or other vacancies, and create a pool of members as back-ups that can step into a MAB role in the
9 event an active MAB member cannot continue to fulfill their duties;

10 b. Provide support and direction to the MAB to assist with maintaining structure, roles,
11 responsibilities and rules of order, and to ensure adherence to the MAB by-laws, including periodic review
12 and modification to those by-laws as required;

13 c. Collect membership survey data in order to assess achievement of performance
14 outcomes, in collaboration with the MAB, and utilize the data to further develop Wellness Center service
15 delivery;

16 d. Review MAB and member suggestions and recommendations on a daily basis.
17 Responses to member suggestions and recommendations shall be posted weekly;

18 e. Develop and publish a weekly/monthly calendar of Wellness Center groups, classes, and
19 activities. Member recommendations and suggestions shall be considered when developing the calendar,
20 as well as to determine content of material to be included in the Wellness Center groups, classes, and
21 activities, including the Wellness Center website;

22 f. Maintain Wellness Center standards and guidelines for members including, but not
23 limited to:

- 24 1) Membership criteria;
- 25 2) Social Agreements;
- 26 3) Exited members; and
- 27 4) Equipment/resource utilization polices.

28 6. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis
29 intervention and de-escalation approaches and techniques, as required.

30 7. CONTRACTOR shall develop WRAP plans for all consumer staff members and members of
31 the Wellness Center. In addition to WRAP plans, both organizational and community resources shall be
32 made available to staff that support them in their personal recovery as well as their professional growth.

33 8. CONTRACTOR shall, at a minimum, provide the following service components in the
34 Wellness Center program, as identified below:

35 a. Wellness/Advocacy/Recovery: The Wellness Center shall be primarily focused on
36 member wellness and advocacy. This may include classes on life skills, money management, member
37 empowerment and WRAP. WRAP is a structured system to help members monitor uncomfortable and

1 | distressing symptoms and to reduce those symptoms by using planned responses. CONTRACTOR shall
 2 | develop a WRAP plan for all new members, and shall strive to develop WRAP plans for all existing
 3 | members to assist them in developing wellness tools. All WRAP groups shall be facilitated by peer
 4 | members who have been trained in WRAP fundamentals.

5 | b. Recreation Activities: In addition to any planned outside recreation activities, the
 6 | Wellness Center shall also utilize an indoor recreation area. This multifaceted space will serve various
 7 | purposes as a classroom, arts center, a social room, and a performing arts stage. A range of social,
 8 | recreational, athletic and spiritual activities shall be offered on and off site to increase opportunities for
 9 | community integration.

10 | c. Community Integration: CONTRACTOR shall schedule off-site activities each month,
 11 | with the frequency of such activities being driven by members and the Member Advisory Board. These
 12 | activities shall assist members with developing skills that strengthen their confidence to engage in their
 13 | own activities outside of the Center.

14 | d. Garden: The Wellness Center shall maintain an outdoor garden, either on-site or at a
 15 | local community nursery. The garden shall be used to provide benefits for members on multiple levels,
 16 | and shall offer members an opportunity for therapeutic recreation, learning job skills, team building
 17 | exercises, and practicing responsibility. As a secondary benefit to having a garden, the harvest of fruits
 18 | and vegetables may be used for cooking, nutrition, and healthy living classes offered by the program.

19 | e. Health & Wellness (Meditation/Relaxation): Member activities shall be developed that
 20 | support health and well-being. Exercise, nutrition, healthy living, and smoking cessation classes as well
 21 | as spiritual resources shall be offered, and a room shall be dedicated specifically for meditation, relaxation,
 22 | and quiet introspection.

23 | f. Resource Center: The Wellness Center shall include a Resource Center that will offer
 24 | literature, computer access, videos, tapes and other educational materials to members. Members may
 25 | choose to check out specific material or use them in the Resource Center. In addition, job postings and
 26 | other materials related to employment and education shall also be made available in this room.

27 | g. Vocational/Job Training: Offer training for employment readiness (resume writing,
 28 | interviewing, basic job skills), assistance in finding jobs for members with the intent of developing
 29 | self-esteem and independence around securing and maintaining a job. Wellness Center staff shall assist
 30 | in finding volunteer and paid positions for members, and support members who are working to facilitate
 31 | success. Job-specific orientation shall be provided to all volunteers prior to their participation in
 32 | volunteering activities or events.

33 | 9. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
 34 | approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
 35 | permitted. Members shall be encouraged to participate in smoking cessation classes offered by the
 36 | program.

37 | 10. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and

1 approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal
2 with neighbor complaints and staff contact information available to neighboring residents.

3 11. CONTRACTOR shall collaborate with community support groups to include hosting groups
4 of interest to members such as AA and NA. These self-help groups will meet in order to provide members
5 with an avenue for full recovery. The Wellness Center may offer ongoing 12-step groups geared towards
6 members maintaining their sobriety and living a healthy life.

7 12. CONTRACTOR shall possess the ability to provide or arrange for transportation of members
8 to planned community activities or events, and maintain the ability to provide or arrange transportation
9 for members for emergency services. Members shall be encouraged to utilize public transportation,
10 carpools, or their own means of transportation whenever possible.

11 13. COLLABORATION AND COMMUNITY PARTNERSHIPS

12 a. CONTRACTOR shall collaborate with other Orange County Wellness Centers in
13 developing standardized protocols, guidelines, and policies including, but not limited to:

- 14 1) Membership criteria;
- 15 2) Member Advisory Board roles and responsibilities;
- 16 3) Social Agreements; and
- 17 4) Exited members.

18 b. CONTRACTOR shall collaborate with other Orange County Wellness Centers in
19 developing combined events and activities that maximize participation from members in all regions of the
20 County.

21 c. CONTRACTOR shall develop ongoing relationships with community partners to expand
22 resources and services available to members.

23 14. CONTRACTOR shall attend:

- 24 a. Meetings requested by County staff to address any aspect of Wellness Center services.
- 25 b. Monthly ADMINISTRATOR management meetings with ADMINISTRATOR to
26 discuss contractual and other issues related to, but not limited to, compliance with policies and procedures,
27 statistics, performance outcomes, and program services.
- 28 c. Staff training for individuals by COUNTY representatives. Such training shall be
29 conducted by CONTRACTOR and/or COUNTY staff.

30 15. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
31 conduct research activity on COUNTY members without obtaining prior written authorization from
32 ADMINISTRATOR.

33 16. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
34 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
35 this ~~Agreement~~ Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
36 //

37 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian

1 institution, or religious belief.

2 D. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the
3 ~~Agreement~~Contract, be required to establish and achieve Performance Outcome Objectives, and track and
4 report Performance Outcome Objective statistics in monthly programmatic reports, as identified below.

5 a. Achieve monthly participation by thirty ~~(30-five (35))~~ or more unduplicated active
6 members in community integration activities which may include, but are not limited to: social outings,
7 recreational activities, and educational activities outside of the Wellness Center.

8 b. Achieve monthly participation by thirty percent (30%) of unduplicated active members
9 in two (2) or more groups or activities offered either at the Center or in the community.

10 c. Achieve annual member employment, in paid ~~employment~~or volunteer positions, for a
11 minimum of thirty (30) unduplicated members as a result of skills learned in employability classes
12 provided by the program, as well as from participation in an annual Job Fair sponsored by the program.

13 d. Achieve a monthly minimum of twenty ~~(20-five (25))~~ unduplicated members volunteering
14 in the program or in the community in a variety of settings.

15 e. Achieve annual enrollment of a minimum of twenty-five (25) unduplicated members in
16 education classes offered at local community colleges, the Educational Center at Tustin Campus, on-line
17 courses, or other educational settings as a result of educational training groups/classes provided by the
18 program.

19 f. Achieve annual participation by a minimum of fifty (50) unduplicated members in
20 facilitating all or portions of community meetings.

21 g. Achieve annual participation by a minimum of one hundred ~~(100)~~twenty-five (125)
22 unduplicated members in co-facilitating groups, classes or activities offered by the program.

23 h. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly
24 basis from the start date of this ~~Agreement~~Contract, to determine the effectiveness of services offered by
25 the program, and make programming recommendations or modifications, as required, that ensure the
26 services provided are meeting the needs of members, and also to ensure that Performance Outcomes are
27 achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on
28 a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall status
29 and achievement of Performance Outcomes established for this program.

30 i. Develop, in conjunction with County, additional ongoing performance
31 measures/outcomes or program's target goals.

32 E. MEMBER DEMOGRAPHICS AND STATISTICS

33 1. CONTRACTOR shall track and monitor the number of members enrolled for participation
34 at the Wellness Center.

35 2. CONTRACTOR shall track the number of groups provided per week and how many
36 members attend each group. These numbers shall be reported monthly.

37 3. CONTRACTOR shall track the total number of activities provided on and off site for the

1 month as well as number of members who attended. These numbers shall be reported monthly.

2 4. CONTRACTOR shall track members' satisfaction and /or desire for improvement in living
3 arrangements, education, and employment/work experience by using a quality of life scale in these areas
4 at enrollment and every six months thereafter.

5 5. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing
6 demographics and statistics.

7 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
8 Paragraph of this Exhibit A to the ~~Agreement~~Contract.

9 #

10 VI. ~~STAFFING~~STAFFING

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

	<u>FTE</u>
16 Regional Clinical Supervisor	-0.3 <u>20</u>
17 Program Director	-1.0 <u>00</u>
18 Assistant Program Director <u>Operations Manager</u>	-1.0 <u>25</u>
19 Administrative <u>Office</u> Assistant	-1.0 <u>00</u>
20 Data Analyst	-1.0 <u>50</u>
21 <u>Peer Lead I/II</u>	<u>1.00</u>
22 <u>Peer Specialist I/II</u>	<u>2.00</u>
23 Education/Employment/Volunteer <u>Peer Specialist</u>	-1.0 <u>00</u>
24 <u>I/II Bilingual</u>	
25 Housing <u>Employment</u> Specialist	-1.0 <u>00</u>
26 Peer Mentor	-4.5
27 TOTAL FTE	10.8 <u>7.95</u>

28
29 B. Wellness Center Program Staff shall be persons with lived experience with behavioral health
30 issues.

31 C. Program Director roles and responsibilities shall include, but not be limited to:

32 1. Development of group topics and planned activities in conjunction with Member Advisory
33 Board and member input;

34 2. Maintain ongoing communication with members on needs and desired activities in order to
35 support and promote their continued recovery and assimilation into the larger mainstream community;

36 //

37 3. Research, evaluate, and implement the most current best practices as they relate to this level

1 of recovery and independence, including continued progress towards achieving positive outcomes;

2 4. Focus on outcomes and developing systems to measure recovery as a process (short term
3 goals) and as an outcome (long term goal);

4 5. Submittal of monthly demographics and performance outcome data to ADMINISTRATOR
5 with verification that outcome data is correct;

6 6 Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed
7 annually and revised as needed.

8 7. Fiscal and programmatic management of the Wellness Center's operating budget;

9 8. Development and coordination of in-service training of staff, both initially and ongoing, on
10 topics related to recovery-based services. A training schedule with topics and target dates for the
11 applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year
12 of the contract term; and

13 9. Maintain ongoing communication with ADMINISTRATOR in regards to program
14 operations and issues.

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

18 E. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

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

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

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

36 //

37 I. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery, or

1 have lived experience with behavioral health issues. Documentation may include, but not be limited to,
2 the following: records attesting to efforts made in recruitment and hiring practices and identification of
3 measures taken to enhance accessibility for potential staff in these categories.

4 J. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
5 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified
6 in the respective job descriptions or work contracts.

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

11 L. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
12 any staffing vacancies that occur during the term of the ~~Agreement~~Contract.

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

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EXHIBIT B
~~AGREEMENT~~TO CONTRACT FOR PROVISION OF
MENTAL ~~HEALTH~~PEERHEALTH
PEER SUPPORT AND
WELLNESS CENTER SERVICES ~~—SOUTH~~ REGION
BETWEEN
COUNTY OF ORANGE
AND

~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
~~DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
COLLEGE COMMUNITY SERVICES
JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

9 B. DEFINITIONS

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

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

16 a. Breach excludes:

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

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

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

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

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

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

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

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

37 //

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

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

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

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

9 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45
10 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
11 45 CFR § 164.502(g).

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

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

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

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

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

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

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

30 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
31 45 CFR § 160.103.

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

1 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
 2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
 3 and to make information related to such Disclosures available as would be required for COUNTY to
 4 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR
 5 § 164.528.

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

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

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

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

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

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

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

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

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

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

13 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

10 E. DATA SECURITY REQUIREMENTS

11 1. Personal Controls

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

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

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

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

37 //

1 2. Technical Security Controls

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

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

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

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

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

25 f. Patch Management. 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 critical security patches applied, with system reboot if necessary. There
28 must be a documented patch management process which determines installation timeframe based on risk
29 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within
30 thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched
31 due to operational reasons must have compensatory controls implemented to minimize risk, where
32 possible.

33 g. User IDs and Password Controls. All users must be issued a unique user name for
34 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
35 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
36 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
37 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters

1 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.
 2 Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be
 3 changed if revealed or compromised. Passwords must be composed of characters from at least three (3)
 4 of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

33 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 35 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 36 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

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1 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
2 access, file transfer, and E-Mail.

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

7 3. Audit Controls

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

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

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

21 4. Business Continuity/Disaster Recovery Control

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

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

34 5. Paper Document Controls

35 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
36 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
37 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that

1 information is not being observed by an employee authorized to access the information. Such PHI
 2 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
 3 baggage on commercial airplanes.

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

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

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

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

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

25 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

- 1 3. CONTRACTOR's notification shall include, to the extent possible:
- 2 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
- 3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 4 b. Any other information that COUNTY is required to include in the notification to
- 5 Individual -under- 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
- 6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
- 7 set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 8 1) A brief description of what happened, including the date of the Breach and the date
- 9 of the discovery of the Breach, if known;
- 10 2) A description of the types of Unsecured PHI that were involved in the Breach (such
- 11 as whether full name, social security number, date of birth, home address, account number, diagnosis,
- 12 disability code, or other types of information were involved);
- 13 3) Any steps Individuals should take to protect themselves from potential harm
- 14 resulting from the Breach;
- 15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
- 16 mitigate harm to Individuals, and to protect against any future Breaches; and
- 17 5) Contact procedures for Individuals to ask questions or learn additional information,
- 18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45
- 20 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 21 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 22 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 23 CONTRACTOR made all notifications to COUNTY consistent with this subparagraph F and as required
- 24 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure
- 25 of PHI did not constitute a Breach.
- 26 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its
- 27 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 28 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 29 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 30 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,
- 31 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to
- 32 COUNTY pursuant to Subparagraph F.2 above.
- 33 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 34 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 35 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
- 36 requests for further information, or follow-up information after report to COUNTY, when such request is
- 37 made by COUNTY.

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

29 H. PROHIBITED USES AND DISCLOSURES

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

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

1 17935(d)(2).

2 I. OBLIGATIONS OF COUNTY

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

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

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

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

14 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C

~~AGREEMENT~~ TO CONTRACT FOR PROVISION OF
~~MENTAL HEALTH PEER SUPPORT AND~~
MENTAL HEALTH
PEER SUPPORT AND WELLNESS CENTER SERVICES ~~CENTRAL REGION~~ SOUTH
 BETWEEN
 COUNTY OF ORANGE
 AND
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
~~DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
COLLEGE COMMUNITY SERVICES
 JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

14 B. TERMS OF AGREEMENTCONTRACT

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

20 2. Responsibilities of CONTRACTOR
21 CONTRACTOR agrees:

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

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

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

37 //

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

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget 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 AgreementContract between the SSA and the CHHS and in the AgreementContract 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 AgreementContract 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 AgreementContract, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of

1 unsecured DHCS PI and PII or security incident in accordance with subparagraph F, of the Business
2 Associate Contract, Exhibit B to the ~~Agreement~~Contract.

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

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