

1 CONTRACT FOR PROVISION OF
 2 K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 CENTER FOR APPLIED RESEARCH SOLUTIONS
 7 JULY 1, 2020 THROUGH JUNE 30, 2022
 8

9 THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and
 11 CENTER FOR APPLIED RESEARCH SOLUTIONS, a California nonprofit corporation
 12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
 13 as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the
 14 COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").
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16 **W I T N E S S E T H:**
 17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of K-12 Mental
 19 Health Resource Development Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2022

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

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

Maximum Obligation:

Period One Maximum Obligation: \$ 350,000

Period Two Maximum Obligation: 350,000

TOTAL MAXIMUM OBLIGATION: \$ 700,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 80-556-4479

CONTRACTOR TAX ID Number: 30-0088507

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: Center for Applied Research Solutions
708 College Avenue
Santa Rosa, CA 95404
Kerrilyn Scott-Nakai, Executive Director
knakai@cars-rp.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 Contract:

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4	A. ARRA	American Recovery and Reinvestment Act
5	B. CAP	Corrective Action Plan
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. COI	Certificate of Insurance
12	I. CRN	Crisis Response Network
13	J. DHCS	Department of Health Care Services
14	K. DRS	Designated Record Set
15	L. EOC	Equal Opportunity Clause
16	M. EOE	Equal Opportunity Employer
17	N. GAAP	General Accepted Accounting Principles
18	O. HCA	Health Care Agency
19	P. HHS	Health and Human Services
20	Q. HITECH	Health Information Technology for Economic and Clinical Act,
21		Public Law 111-005
22	R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
23	S. HSC	California Health and Safety Code
24	T. ISO	Insurance Services Office
25	U. MHP	Mental Health Plan
26	V. MHSA	Mental Health Services Act
27	W. NPP	Notice of Privacy Practices
28	X. OIG	Office of Inspector General
29	Y. OMB	Office of Management and Budget
30	Z. OPM	Federal Office of Personnel Management
31	AA. PC	State of California Penal Code
32	AB. PEI	Prevention and Early Intervention
33	AC. PHI	Protected Health Information
34	AD. PII	Personally Identifiable Information
35	AE. P&P	Policy and Procedure
36	AF. PRA	Public Record Act
37	AG. SIR	Self-Insured Retention

- 1 AH. SFTS Safe from the Start
- 2 AI. TOT Train the Trainer
- 3 AJ. USC United States Code
- 4 AK. VPE Violence Prevention Education
- 5 AL. WIC State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

32 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
33 compliance program, code of conduct and any compliance related policies and procedures.
34 CONTRACTOR’s compliance program, code of conduct and any related policies and procedures shall
35 be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
36 elements by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to
37 this Contract. These elements include:

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

8 3. If CONTRACTOR does not provide proof of its own compliance program to
9 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR’s Compliance
10 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
11 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
12 will internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.
13 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
14 ADMINISTRATOR’s annual compliance training to ensure proper compliance.

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

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

33 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
34 retained to provide services related to this Contract monthly to ensure that they are not designated as
35 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
36 Services Administration's Excluded Parties List System or System for Award Management, the Health
37 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the

1 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s Death
2 Master File, at date of employment and/or any other list or system as identified by ADMINISTRATOR.

3 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
4 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
5 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
6 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
7 ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or
8 CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if
9 CONTRACTOR has elected to use its own).

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

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

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

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

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

25 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
26 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
27 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
28 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an
29 Ineligible Person.

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction

1 screened. Such individual or entity shall be immediately removed from participating in any activity
2 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or
3 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
4 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
5 overpayment is verified by ADMINISTRATOR.

6 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
7 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

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1 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
2 participate in the quality improvement activities developed in the implementation of the Quality
3 Management Program.

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

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

14
15 **V. CONFIDENTIALITY**

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

19 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors
20 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the
21 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
22 all information and records which may be obtained in the course of providing such services. This
23 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of
24 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
25 consultants, subcontractors, volunteers and interns.

26
27 **VI. COST REPORT**

28 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
29 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
30 are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost Report in
31 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
32 Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and
33 between programs, cost centers, services, and funding sources in accordance with such requirements and
34 consistent with prudent business practice, which costs and allocations shall be supported by source
35 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
36 reasonable notice.

37 //

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

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

9 b. ADMINISTRATOR may withhold or delay any or all payments due to
10 CONTRACTOR pursuant to any or all Contracts between COUNTY and CONTRACTOR until such
11 time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

34 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
35 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
36 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
37 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the

1 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
2 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

19 Signed _____
20 Name _____
21 Title _____
22 Date _____"

23
24 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

36 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
37 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)

1 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
2 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
3 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
4 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

27 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by
28 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
29 meet the requirements of this Contract as they relate to the service or activity under subcontract, include
30 any provisions that ADMINISTRATOR may require, and are authorized in writing by
31 ADMINISTRATOR prior to the beginning of service delivery.

32 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
33 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
34 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
35 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

15
16 **VIII. 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 Contract meet the citizenship or alien status requirements set
20 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
21 subcontractors, and consultants performing work hereunder, all verification and other documentation of
22 employment eligibility status required by federal or state statutes and regulations including, but not
23 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
24 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
25 covered employees, subcontractors, and consultants for the period prescribed by the law.

26
27 **IX. EQUIPMENT**

28 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
29 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
30 ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively
31 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
32 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
33 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
34 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
35 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
36 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
37 //

1 equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
2 according to GAAP.

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

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

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

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

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

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

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

31 32 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

6 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

33 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
34 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
35 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
36 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
37 Contract, agrees to all of the following:

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

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

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

10 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 11 this Contract, the COUNTY may terminate this Contract.

12 F. QUALIFIED INSURER

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

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

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

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

37 H. REQUIRED COVERAGE FORMS

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

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

5 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

32 O. Insurance certificates should be forwarded to the agency/department address listed on the
33 solicitation.

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

37 //

1 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
2 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
3 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
4 adequately protect COUNTY.

5 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
6 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
7 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
8 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
9 entitled to all legal remedies.

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

13 T. SUBMISSION OF INSURANCE DOCUMENTS

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

- 15 a. Prior to the start date of this Contract.
- 16 b. No later than the expiration date for each policy.
- 17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
18 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

24 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
25 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
26 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
27 submitted to ADMINISTRATOR.

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

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

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

37 //

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

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

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XIII. LICENSES AND LAWS

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. 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.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
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.

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XIV. 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 Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this 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 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 Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XV. MAXIMUM OBLIGATION

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

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

XVI. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

8
9 **XVII. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

11 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
12 in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee
13 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
14 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
15 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
16 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
17 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
18 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
19 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
20 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

37 //

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

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

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

28 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
29 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
30 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
31 ADMINISTRATOR.

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

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

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

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

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

17
18 **XVIII. NOTICES**

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

- 21 1. When written and deposited in the United States mail, first class postage prepaid and
22 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
23 ADMINISTRATOR;
- 24 2. When faxed, transmission confirmed;
- 25 3. When sent by Email; or
- 26 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
27 Service, or any other expedited delivery service.

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

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

36 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
37 ADMINISTRATOR.

XIX. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,

1 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

2 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
3 preparation, and confidentiality of records related to Client records are met at all times.

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

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

9 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
10 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
11 CONTRACTOR.

12 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
13 settlement of claims for a longer term as directed by ADMINISTRATOR.

14 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
15 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
16 information that is requested by the PRA request.

17
18 **XXII. RESEARCH AND PUBLICATION**

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

22
23 **XXIII. SEVERABILITY**

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

29
30 **XXIV. SPECIAL PROVISIONS**

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

- 33 1. Making cash payments to intended recipients of services through this Contract.
- 34 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
35 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
36 use of appropriated funds to influence certain federal contracting and financial transactions).
- 37 3. Fundraising.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
2 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
3 Directors or governing body.

4 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
5 body for expenses or services.

6 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
7 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
8 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

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

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

19 2. Making phone calls outside of the local area unless documented to be directly for the
20 purpose of Client care.

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

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

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

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

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

29 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
30 CONTRACTOR’s Clients.

31
32 **XXV. STATUS OF CONTRACTOR**

33 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
34 wholly responsible for the manner in which it performs the services required of it by the terms of this
35 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
36 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
37 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors.
2 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
3 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
4 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
5 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and
6 shall not be considered in any manner to be COUNTY’s employees.

7
8 **XXVI. TERM**

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

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

17
18 **XXVII. TERMINATION**

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

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

- 27 1. The loss by CONTRACTOR of legal capacity.
- 28 2. Cessation of services.
- 29 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
30 another entity without the prior written consent of COUNTY.
- 31 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
32 required pursuant to this Contract.
- 33 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
34 this Contract.
- 35 6. The continued incapacity of any physician or licensed person to perform duties required
36 pursuant to this Contract.

37 //

1 7. Unethical conduct or malpractice by any physician or licensed person providing services
2 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
3 removes such physician or licensed person from serving persons treated or assisted pursuant to this
4 Contract.

5 C. CONTINGENT FUNDING

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

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

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

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

15 D. In the event this Contract is suspended or terminated prior to the completion of the term as
16 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
17 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
18 term of the Contract.

19 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

24 3. Until the date of termination, continue to provide the same level of service required by this
25 Contract.

26 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
27 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
28 orderly transfer.

29 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
30 Client's best interests.

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
2 arising out of such cancellation of commitment which shall be subject to written approval of
3 ADMINISTRATOR.

4 9. Provide written notice of termination of services to each Client being served under this
5 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
6 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
7 day period.

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

11
12 **XXVIII. THIRD PARTY BENEFICIARY**

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

16
17 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 CENTER FOR APPLIED RESEARCH SOLUTIONS

5
6 DocuSigned by:
7 BY: Bernilyn Scott-Nakai DATED: 3/25/2020
8 E73CB3F7921A44B...
9 TITLE: Executive Director

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

20
21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY: Brittany McLean DATED: 3/25/2020
30 DEPUTY
31 9713A4081D4343D...

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
 2 CONTRACT FOR PROVISION OF
 3 K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CENTER FOR APPLIED RESEARCH SOLUTIONS
 8 JULY 1, 2020 THROUGH JUNE 30, 2022

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

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

13 1. Activity Form means a data collection form used to track each activity in which the group
 14 and/or individual participate.

15 2. Admission means completion of the entry and/or intake process for program Participants.

16 3. Assessment means a professional review and evaluation of an individual’s behavioral
 17 health needs and conditions in order to determine the most appropriate course of services.

18 4. At-Risk means a state of high stressor and low protective factor that would increase
 19 likelihood of development of a mental illness.

20 5. Behavioral Health Condition means diminished cognitive, emotional, or social abilities, but
 21 not to the extent that the criteria for a mental disorder are met.

22 6. Community-Defined Evidence “validates practices that have a community-defined evidence
 23 base for effectiveness in achieving mental health outcomes for underserved communities. It also defines
 24 a process underway to nationally develop specific criteria by which practices’ effectiveness may be
 25 documented using community-defined evidence that eventually will allow the procedure to have an
 26 equal standing with evidence-based practices currently defined in the peer reviewed literature.”
 27 [National Network to Eliminate Disparities Latino Work Group] cited by California DMH, PEI
 28 Resource Materials.

29 7. Consumer means an individual who is utilizing services for the treatment and/or support of
 30 a mental health condition.

31 8. Evaluation means the systematic investigation of the value and impact of an intervention or
 32 program.

33 9. Evidence-based Practice means the range of treatment and services of well-documented
 34 effectiveness. An evidence-based practice has quantitative and qualitative data showing positive
 35 outcomes and has been subject to expert/peer review that has determined that a particular approach or
 36 strategy has a significant level of evidence of effectiveness.

37 //

1 10. Family Member means any traditional and/or non-traditional support system, significant
2 other, or natural support designated by the Participant.

3 11. Follow-up means ensuring that the Participant's have been linked to the referred service
4 and/or successfully transitioned from one service to another.

5 12. Information Dissemination means the distribution of a collection of facts or data.

6 13. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
7 Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

8 14. Linkage means when an individual is connected to programs or services and confirmation
9 that the first appointment has been attended.

10 15. Media Events means culturally relevant activities conducted by CONTRACTOR which are
11 coordinated with and publicized by the media, including radio and TV appearances.

12 16. MHSA means the law that provides funding for expanded community mental health
13 services, also known as Proposition 63.

14 17. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
15 disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set
16 forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

17 18. Outreach means contact with potential Participants to link them to appropriate behavioral
18 health and supportive services; which may include activities that educate the community about services
19 offered and requirements for participation in the program.

20 19. Participant means an individual enrolled in a program who engages in activities aimed at
21 preventing and/or eliminating the development of Behavioral Health Condition.

22 20. PII means any information that could be readily used to identify a specific person, including
23 but not limited to: name, address, telephone number, email address, driver's license number, Social
24 Security number, bank account information, credit card information, or any combination of data that
25 could be used to identify a specific person, such as birth date, zip code, mother's maiden name and
26 gender.

27 21. Prevention means the group or individual interventions that occur before the initial onset of
28 a Behavioral Health Condition. Prevention promotes positive cognitive, social, and emotional
29 development and encourages a state of well-being that allows the individuals to function well in the face
30 of changing and sometimes challenging circumstances.

31 22. PEI means Prevention and Early Intervention services.

32 23. PHI means individually identifiable health information usually transmitted by electronic
33 media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
34 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
35 to the past, present, or future physical or Behavioral Health Condition of an individual, provision of
36 health care to an individual, or the past, present, or future payment for health care provided to an
37 individual.

1 24. Program Protocol means the written program description, goals, objectives, and policies
2 established by CONTRACTOR for the program provided pursuant to this Contract.

3 25. Promising Practice means programs and strategies that have some quantitative data
4 showing positive outcomes over a period of time, but do not have enough research or replication to
5 support generalized outcomes. It has an evaluation component/plan in place to move towards
6 demonstration of effectiveness; however, it does not yet have evaluation data available to demonstrate
7 positive outcomes. [The Association of Maternal and Child Health Programs] cited by California
8 DMH, PEI Resource Materials.

9 26. Referral means an individual receives information or contacts for services or programs, or
10 an unsuccessful Linkage attempt.

11 27. Short-Term Individual Counseling means an interpersonal, theory-based process of helping
12 persons who are basically psychologically healthy, resolve developmental and situational problems.
13 Counseling activities are guided by ethical and legal standards and go through distinct stages from
14 initiation to termination. Counseling will be provided by professionally trained counselors or interns
15 under supervised practice to individuals who exhibit early signs and symptoms of emotional and
16 behavioral issues that without intervention could develop into full-blown mental disorders.

17 28. Training means the action or method used to transfer skills and/or knowledge to a target
18 audience.

19 29. Triage means a process that constitutes of sorting individuals on a services continuum that is
20 based on an established level of risk and need based on screening of Participants.

21 30. Unduplicated Participant means an individual who is counted only once, despite how many
22 programs the individual is enrolled in during a contractual Contract period. For example; if a
23 Participant receives individual and group services, they can only be counted once.

24 31. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill
25 during a contractual Contract period.

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

28
29 **II. BUDGET**

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

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
1			
2			
3	ADMINISTRATIVE COSTS		
4	Indirect Costs	\$ 31,206	\$ 31,206
5	SUBTOTAL	\$ 31,206	\$ 62,412
6	ADMINISTRATIVE COSTS		
7			
8	PROGRAM COSTS		
9	Salaries	\$ 125,393	\$ 125,393
10	Benefits	60,502	60,502
11	Services and Supplies	71,899	71,899
12	Subcontractor	<u>61,000</u>	<u>61,000</u>
13	SUBTOTAL PROGRAM COSTS	\$ 318,794	\$ 637,588
14	TOTAL GROSS COSTS	\$ 350,000	\$ 700,000
15			
16	REVENUE		
17	MHSA	<u>\$ 350,000</u>	<u>\$ 350,000</u>
18	TOTAL REVENUE	\$ 350,000	\$ 700,000
19			
20	MAXIMUM OBLIGATION	\$ 350,000	\$ 350,000
21			
22			

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

34 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
35 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
36 of service for which payment is claimed. Any apportionment of or distribution of costs, including
37 //

1 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
2 be made in accordance with GAAP.

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

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

19 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
20 Budget Paragraph of this Exhibit A to the Contract.

21
22 **III. PAYMENTS**

23 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$29,166
24 per month for Periods One and Two as specified in the Referenced Contract Provisions of the Contract.
25 All payments are interim payments only, and subject to Final Settlement in accordance with the Cost
26 Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of
27 providing the services hereunder; provided, however, the total of such payments does not exceed
28 COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Contract
29 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and
30 federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any
31 month for which the provisional amount specified above has not been fully paid.

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

36 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
37 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may

1 reduce payments to CONTRACTOR by an amount not to exceed the difference between the
2 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
3 incurred by CONTRACTOR.

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

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

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

17 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
18 with any provision of the Contract.

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

22 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
23 Payments Paragraph of this Exhibit A to the Contract.

24 **IV. REPORTS**

25 **A. FISCAL**

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

34 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
35 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
36 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
37

1 Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue
2 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a
3 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
4 in conjunction with the Monthly Expenditure and Revenue Reports.

5 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
6 ADMINISTRATOR. CONTRACTOR’s reports shall contain required information, and be on a form
7 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later
8 than twenty (20) calendar days following the end of the month being reported.

9 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
10 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
11 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
12 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
13 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
14 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
15 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth
16 (20th) calendar day following the end of the month being reported.

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

21 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
22 Reports Paragraph of this Exhibit A to the Contract.

23
24 **V. SERVICES**

25 **A. FACILITIES**

26 1. CONTRACTOR shall maintain facility/(ies) for the provision of K-12 Mental Health
27 Resource Development services described herein at the following location(s), or any other location
28 approved, in advance, in writing, by ADMINISTRATOR. The facility shall include space to support the
29 services identified within the Contract.

30
31 708 College Avenue
32 Santa Rosa, CA 95404

33
34 and,

35
36 2503 K Street
37 Sacramento, CA 95816

1 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
2 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services outside of
3 these business hours in order to accommodate participants unable to participate during regular business
4 hours. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule
5 unless otherwise approved in advance and in writing by ADMINISTRATOR.

6 3. CONTRACTOR shall also provide services to students in Orange County schools, as well
7 as to their parents, caregivers, school teachers, staff and personnel who interact with students at any
8 level described herein

9 B. K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES

10 1. CONTRACTOR shall provide Resource Development Services to assist students, parents,
11 and staff to better navigate the mental health system in Orange County. Resource Development shall
12 include but not be limited to, creating a directory of resources in the schools, school districts and the
13 community. Resource Development shall also provide educational information for parents and students,
14 for increasing awareness of mental health, including prevention, supportive and treatment services.

15 2. SCHOOL AND COMMUNITY COLLABORATIONS: CONTRACTOR shall actively
16 develop collaborations and integrate efforts among schools, community and county agencies to ensure
17 comprehensive access to resources and services for K-12 students and their families. CONTRACTOR
18 shall collaborate with school district leaders, school principals, teachers, support services staff, mental
19 health coordinators, counselors, nurses, parent leaders, youth advisory leaders and youth-focused
20 organizations especially those providing school-based mental health services and organizations serving
21 Lesbian Gay Bisexual Transgender Intersex and Questioning (LGBTIQ) youth and youth and families
22 representing the diverse populations of Orange County.

23 a. CONTRACTOR shall actively collaborate with service providers of the school-based
24 K-12 Mental Health Training, Educational Activities and Community Networking projects to ensure
25 that planning, marketing and implementation of all the above noted services is a coordinated effort.

26 b. CONTRACTOR shall participate in the Community Networking Steering Committee
27 and actively collaborate with all participants to ensure that planning, marketing and implementation of
28 the above noted services is a coordinated effort.

29 3. NEEDS AND GAP ANALYSIS: CONTRACTOR shall establish priority resource needs
30 for the target population by conducting a comprehensive needs and gaps assessment of existing
31 resources by region (North, Central and South regions of Orange County).

32 4. RESOURCE DIRECTORY: CONTRACTOR shall develop one robust, multi-page, web-
33 based Resource Directory that will include a searchable database of comprehensive resources such as
34 practical tools, evidence-based educational materials, and Orange County organizations and service
35 providers. CONTRACTOR shall maintain and expand the web-based Resource Directory.

36 a. CONTRACTOR will ensure the Resource Directory meets the community’s needs and
37 expectations.

1 b. CONTRACTOR shall develop logos and branding materials to promote the Resource
2 Directory.

3 c. CONTRACTOR shall provide print-ready PDF Resource Directories that may be
4 region-specific. CONTRACTOR shall revise and re-release as necessary to ensure accurate information

5 5. MARKETING THE RESOURCE DIRECTORY: CONTRACTOR shall market the
6 Resource Directory widely among all Orange County schools and school districts by utilizing a variety
7 of strategies including:

8 a. Develop webinars to assist school staff in using and promoting the Resource Directory.

9 b. Archive a recorded version of live presentations on the Resource Directory website.

10 c. Develop and deliver hands-on presentations of the Resource Directory to school event
11 participants, districts, and schools, to support uptake and sustainability of the Resource Directory.
12 CONTRACTOR shall ensure that each presentation is provided to an audience ranging from small
13 groups of school staff to a large, district audience or county-wide convening events.

14 d. Using a variety of social media.

15 e. Utilize the “mental health champions” students, teachers and parents from each district
16 who will serve as liaisons between the school districts for information dissemination.

17 6. EDUCATIONAL MATERIALS: CONTRACTOR shall provide a wide variety of
18 culturally tailored educational materials and resources such as tip sheets, infographics, videos, podcasts
19 and tool kits to support Orange County’s diverse and vulnerable student populations to increase their
20 mental health awareness, identification and help-seeking behaviors. The materials will include but not
21 be limited to topics such as how to recognize signs and symptoms; referral pathways; how to engage
22 parents; how to support students; and trauma-informed school policies. CONTRACTOR shall ensure
23 education materials include translations.

24 7. CONTRACTOR shall establish and keep updated a Community Events Calendar webpage
25 that will list locations and times of trainings, etc.

26 8. CONTRACTOR shall establish a Memorandum of Understanding (MOU) with schools and
27 school districts as needed for the specified project. When marketing to individual schools and districts,
28 CONTRACTOR shall be responsible for coordinating the outreach and marketing efforts, interacting
29 with district administrators, principals and school boards and coordinating MOUs whenever necessary.

30 9. Services shall be made available to all Orange County schools and school districts.

31 10. Resources shall be comprehensive and prepared in consultation with schools and
32 community providers.

33 11. Resources shall be made available for easy access and navigation and include online and
34 hard copy material as relevant.

35 C. UNITS OF SERVICE

36 1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of
37 service:

	PERIOD ONE	PERIOD TWO
1		
2		
3	1	0
4		
5	1	0
6	1	On-going
7	3	On-going
8	6	6
9	0	0
10		
11	0	0
12		
13	2	2
14	6	6
15	6	6
16		
17		

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19 **D. OUTCOME MEASURES**

20 1. CONTRACTOR shall complete all surveys, tools and pre/post tests for measurement of
21 outcomes of services, as requested by the ADMINISTRATOR. Measures may include, but are not
22 limited to, Stigma Reduction Survey; Knowledge, Attitude Behavior Survey; Educational Feedback
23 Survey; and Participant Satisfaction Survey.

24 2. CONTRACTOR shall complete data collection and tracking towards all objectives and
25 evaluation impacts, which may include but is not limited to, gaps and needs assessment data, web-based
26 analytics, and web-based data collection to track, for example, total website visitors, unique website
27 visitors, total page view, and views of particular pages to track audience demographics such as landing
28 pages for students, families or Spanish-speaking populations, event and technical assistance tracking,
29 participant surveys, etc. and shall be mutually determined by CONTRACTOR and ADMINISTRATOR.

30 3. CONTRACTOR shall strive to meet the following outcome measure goals for their
31 program and applicable to the population being served:

32 a. On average, increase in knowledge of community mental health resources among
33 students, families and school staff.

34 b. On average, Increase in knowledge and confidence among students, families, and staff
35 to navigate the Mental Health system in Orange County.

36 c. On average, increase in knowledge and confidence among students, families, and staff
37 to facilitate and engage in help-seeking behavior.

1 d. On average, increase student, family, and staff satisfaction with and usage of mental
2 health resources and services.

3 4. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,
4 which would be entered and analyzed for Participant’s level of satisfaction, program management, and
5 quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for
6 tracking Participant enrollment, demographics, trends, and service utilization.

7 5. CONTRACTOR shall develop a system to track and record the following demographics:
8 number of individuals served based on age groups; race and ethnicity; primary language; culture such as
9 Lesbian, Gay, Bisexual, Transgender, Intersex, and Questioning (LGBTIQ), veterans, and others such as
10 hearing impaired.

11 6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR,
12 develop, modify, and incorporate different/additional outcome measurements, as approved by
13 ADMINISTRATOR.

14 7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed
15 upon request of ADMINISTRATOR.

16 8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to
17 ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.

18 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
19 Services Paragraph of this Exhibit A to the Contract.

20
21 **VI. STAFFING**

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

PROGRAM	<u>FTEs</u>
Executive Manager	0.01
Social Media & Marketing	0.09
School and Community Liaison	0.19
Resource Development Director	0.23
Resource Coordinator	0.29
Website Developer	0.29
Multimedia and Distance Learning Specialist	<u>0.08</u>
TOTAL FTEs	1.18

35
36 B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the
37 diverse needs of the community threshold languages as determined by COUNTY. Whenever possible,

1 bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time
2 when bilingual and bicultural composition of the staffing does not meet the above requirement must be
3 filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of
4 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
5 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
6 advance, by ADMINISTRATOR.

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

13 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
14 trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall
15 provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and
16 practice standards or as specified by ADMINISTRATOR.

17 E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
18 programmatic, both direct and indirect, which shall include, but not be limited to, an application for
19 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
20 applicable), pay rate and evaluations justifying pay increases.

21 F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.
22 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The
23 P&Ps shall address at the minimum the following:

- 24 1. Eligibility and selection criteria;
- 25 2. Staff's field/home on-duty conduct and responsibilities;
- 26 3. Supervision plan of staff and equipment including emergency procedure; and
- 27 4. Confidentiality and records keeping.

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

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

35 I. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
36 prior to discharging duties associated with their titles and any other training necessary to assist the
37 //

1 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
2 State and Federal regulatory requirements.

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

8 K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
9 CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature
10 confirmation of its P&P training for each staff member and place in their personnel files.

11 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
12 conduct research activity on COUNTY Participants without obtaining prior written authorization from
13 ADMINISTRATOR.

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

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1 EXHIBIT B
 2 CONTRACT FOR PROVISION OF
 3 K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CENTER FOR APPLIED RESEARCH SOLUTIONS
 8 JULY 1, 2020 THROUGH JUNE 30, 2022
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.,
 13 shall have the same meaning given to such terms under the Health Insurance Portability and
 14 Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for
 15 Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing
 16 regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be
 17 hereafter amended.

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

23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
 24 terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined
 25 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities
 26 pursuant to, and as set forth, in the Contract.

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

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

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

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the
2 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
3 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

34 4. “Designated Record Set” shall have the meaning given to such term under the HIPAA
35 Privacy Rule in 45 CFR § 164.501.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 other applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the
2 event:

3 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
4 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

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

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

11 D. SECURITY RULE

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

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

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

28 a. Complying with all of the data system security precautions listed under Paragraphs E,
29 below;

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

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

36 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
37 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to

1 the same restrictions and requirements contained in this Paragraph D of this Business Associate
2 Contract.

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

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

9 E. DATA SECURITY REQUIREMENTS

10 1. Personal Controls

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

19 b. Employee Discipline. Appropriate sanctions must be applied against workforce
20 members who fail to comply with any provisions of CONTRACTOR’s privacy policies and procedures,
21 including termination of employment where appropriate.

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

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

36 2. Technical Security Controls

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

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

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

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

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

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

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

1 Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if
2 revealed or compromised. Passwords must be composed of characters from at least three of the
3 following four groups from the standard keyboard:

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

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

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

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

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

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

32 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
34 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
35 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
36 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
37 website access, file transfer, and E-Mail.

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
36 that information is not being observed by an employee authorized to access the information. Such PHI
37 //

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

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

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

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

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

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

24 **F. BREACH DISCOVERY AND NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 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 Paragraph F and as required by
24 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
27 its 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
31 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
32 the Breach to 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
37 is made by COUNTY.

1 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
2 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs
3 in 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
7 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
8 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
9 COUNTY except for the specific Uses and Disclosures set forth below.

10 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,
11 for 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
17 is 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
19 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
20 been breached.

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

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

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

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

30 **H. PROHIBITED USES AND DISCLOSURES**

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

1 | behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
2 | 42 USC § 17935(d)(2).

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

28 | b. CONTRACTOR shall retain no copies of the PHI.

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

35 | 3. The obligations of this Business Associate Contract shall survive the termination of the
36 | Contract.

37 | //

EXHIBIT C
 CONTRACT FOR PROVISION OF
 K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CENTER FOR APPLIED RESEARCH SOLUTIONS
 JULY 1, 2020 THROUGH JUNE 30, 2022

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 California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (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 Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under 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 Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

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

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

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

12 B. TERMS OF CONTRACT

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

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

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

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

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

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

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

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

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

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI
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1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
2 B to the 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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