

1 CONTRACT FOR PROVISION OF
 2 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES
 3 FOR YOUTHFUL OFFENDERS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 WAYMAKERS
 8 JULY 1, 2023 THROUGH JUNE 30, 2026
 9

10 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
 12 WAYMAKERS, a California nonprofit corporation, (CONTRACTOR). COUNTY and
 13 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
 14 “Parties.” This Contract shall be administered by the County of Orange Health Care Agency
 15 (ADMINISTRATOR).

16
 17 **W I T N E S S E T H:**
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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Full Service
 20 Partnership/Wraparound Services for Youthful Offenders described herein to the residents of Orange
 21 County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2023 through June 30, 2026

Period One means the period from July 1, 2023 through June 30, 2024

Period Two means the period from July 1, 2024 through June 30, 2025

Period Three means the period from July 1, 2025 through June 30, 2026

Amount Not to Exceed:

Period One Amount Not to Exceed: \$ 7,204,240

Period Two Amount Not to Exceed: 7,204,240

Period Three Amount Not to Exceed: 7,204,240

TOTAL MAXIMUM OBLIGATION: \$21,612,720

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: L73RK7A3JKB8

CONTRACTOR TAX ID Number: 95-3167866

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Waymakers
440 Exchange, Suite 250
Irvine, CA, 92602
Attention: Ronnetta Johnson
E-mail: rjohnson@waymakersoc.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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3		
4	A. AES	Advanced Encryption Standard
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. BBS	Board of Behavioral Sciences
8	E. BCP	Business Continuity Plan
9	F. BHS	Behavioral Health Services
10	G. CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance
11	H. CAP	Corrective Action Plan
12	I. CCC	California Civil Code
13	J. CCR	California Code of Regulations
14	K. CD/DVD	Compact Disc/Digital Video or Versatile Disc
15	L. CEO	County Executive Office
16	M. CFDA	Catalog of Federal Domestic Assistance
17	N. CFR	Code of Federal Regulations
18	O. CHDP	Child Health and Disability Prevention
19	P. CHHS	California Health and Human Services Agency
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. CIPA	California Information Practices Act
23	T. CMPPA	Computer Matching and Privacy Protection Act
24	U. COI	Certificate of Insurance
25	V. CPA	Certified Public Accountant
26	W. CSW	Clinical Social Worker
27	X. CYBHS	Children and Youth Behavioral Health Services
28	Y. DD	Dually Diagnosed
29	Z. DEA	Drug Enforcement Agency
30	AA. DHCS	California Department of Health Care Services
31	AB. DSH	Direct Service Hours
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition

1	AI. EHR	Electronic Health Records
2	AJ. E-Mail	Electronic Mail
3	AK. ePHI	Electronic Protected Health Information
4	AL. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
5	AM. FIPS	Federal Information Processing Standards
6	AN. FQHC	Federally Qualified Health Center
7	AO. FSP	Full Service Partnership
8	AP. FTE	Full Time Equivalent
9	AQ. GAAP	Generally Accepted Accounting Principles
10	AR. HCA	County of Orange Health Care Agency
11	AS. HHS	Federal Health and Human Services Agency
12	AT. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public U
13		Law 104-191
14	AU. HITECH Act	Health Information Technology for Economic and Clinical Health
15		Act, Public Law 111-005
16	AV. HSC	California Health and Safety Code
17	AW. ICC	Intensive Care Coordination
18	AX. ID	Identification
19	AY. IEA	Information Exchange Agreement
20	AZ. IHBS	Intensive Home Based Services
21	BA. IRIS	Integrated Records and Information System
22	BB. ISO	Insurance Services Office
23	BC. LCSW	Licensed Clinical Social Worker
24	BD. LMFT	Licensed Marriage and Family Therapist
25	BE. LPCC	Licensed Professional Clinical Counselor
26	BF. LPT	Licensed Psychiatric Technician
27	BG. LVN	Licensed Vocational Nurse
28	BH. MH	Mental Health
29	BI. MHP	Mental Health Plan
30	BJ. MHRC	Mental Health Rehabilitation Centers
31	BK. MHS	Mental Health Specialist
32	BL. MHSA	Mental Health Services Act
33	BM. MTP	Master Treatment Plan
34	BN. NA	Narcotics Anonymous
35	BO. NIATx	Network Improvement of Addiction Treatment
36	BP. NIH	National Institutes of Health
37	BQ. NIST	National Institute of Standards and Technology

1	BR. NOA	Notice of Action
2	BS. NP	Nurse Practitioner
3	BT. NPI	National Provider Identifier
4	BU. NPP	Notice of Privacy Practices
5	BV. OCEMS	Orange County Emergency Medical Services
6	BW. OCPD	Orange County Probation Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. OQ	Outcome Questionnaire
11	CB. P&P	Policy and Procedure
12	CC. PA DSS	Payment Application Data Security Standard
13	CD. PBM	Pharmaceutical Benefits Management
14	CE. PC	California Penal Code
15	CF. PCI DSS	Payment Card Industry Data Security Standard
16	CG. PCP	Primary Care Provider
17	CH. PHI	Protected Health Information
18	CI. PI	Personal Information
19	CJ. PII	Personally Identifiable Information
20	CK. POC	Plan of Care
21	CL. PRA	California Public Records Act
22	CM. QI	Quality Improvement
23	CN. QIC	Quality Improvement Committee
24	CO. RN	Registered Nurse
25	CP. SAMHSA	Substance Abuse and Mental Health Services Administration
26	CQ. SD/MC	Short-Doyle Medi-Cal
27	CR. SIR	Self-Insured Retention
28	CS. SSA	County of Orange Social Services Agency
29	CT. SUD	Substance Use Disorder
30	CU. TAY	Transitional Age Youth
31	CV. TBS	Therapeutic Behavioral Services
32	CW. TCM	Targeted Case Management
33	CX. TFC	Therapeutic Foster Care
34	CY. UMDAP	Uniform Method of Determining Ability to Pay
35	CZ. UOS	Units of Service
36	DA. USC	United States Code
37	DB. W&IC	California Welfare and Institutions Code

1 DC. WIC Women, Infants and Children
2

3 **II. ALTERATION OF TERMS**

4 A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein, fully
5 express the complete understanding of COUNTY and CONTRACTOR with respect to the subject
6 matter of this Contract.

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

11
12 **III. AMOUNT NOT TO EXCEED**

13 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
14 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified
15 in the Referenced Contract Provisions of this Contract.

16 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
17 percent (10%) of Period One funding for this Contract.

18
19 **IV. ASSIGNMENT OF DEBTS**

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

27
28 **V. COMPLIANCE**

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

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

35 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
36 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
37 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall

1 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
2 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph V
3 (COMPLIANCE). These elements include:

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

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

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

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

33 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
34 retained to provide services related to this Contract semi-annually to ensure that they are not designated
35 as 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, the California

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

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

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

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

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

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

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

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

34 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
35 federal and state funded health care services by contract with COUNTY in the event that they are
36 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
37 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Contract.

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

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

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

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

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

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

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

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

27 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
28 Individuals relative to this Contract. This includes compliance with federal and state health care
29 program regulations and procedures or instructions otherwise communicated by regulatory agencies
30 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a

1 group setting while CONTRACTOR shall retain the certifications. Upon written request by
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

3 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

26
27 **VI. CONFIDENTIALITY**

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

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

35 2. CONTRACTOR acknowledges and agrees that it is responsible for obtaining written
36 consents for the release of information from all persons served by CONTRACTOR pursuant to this
37 //

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

3 3. In the event of a collaborative service agreement between Mental Health services providers,
4 CONTRACTOR is responsible for obtaining releases of information, from the collaborative agency, for
5 Clients receiving services through the collaborative agreement.

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

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

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

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

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

27 28 **VII. CONFLICT OF INTEREST**

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

37 //

VIII. COST REPORT

1
2 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to
3 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or
4 termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all
5 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
6 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
7 centers, services, and funding sources in accordance with such requirements and consistent with prudent
8 business practice, which costs and allocations shall be supported by source documentation maintained
9 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the
10 event CONTRACTOR has multiple contracts for mental health services that are administered by HCA,
11 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
12 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
13 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
14 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

23 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
24 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the Cost
25 Report is delivered to ADMINISTRATOR.

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

29 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
30 within one hundred and eighty (180) calendar days following the termination of this Contract, and
31 CONTRACTOR has not entered into a subsequent or new contract for any other services with
32 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall
33 be immediately reimbursed to COUNTY.

34 B. The Cost Report prepared for each period shall be the final financial and statistical report
35 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
36 CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and
37 //

1 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
2 shall be the final financial record for subsequent audits, if any.

3 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
4 less applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth
5 in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
6 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
7 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
8 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by
9 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
10 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
11 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

12 D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR)
13 Statewide per Medi-Cal Unit of Service, as determined by the DHCS, are non-reimbursable to
14 CONTRACTOR.

15 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
16 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the Cost Report the
17 services rendered with such revenues.

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

20
21 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
22 supporting documentation prepared by _____ for the cost report period
23 beginning _____ and ending _____ and that, to the best of my
24 knowledge and belief, costs reimbursed through this Contract are reasonable and
25 allowable and directly or indirectly related to the services provided and that this Cost
26 Report is a true, correct, and complete statement from the books and records of
27 (provider name) in accordance with applicable instructions, except as noted. I also
28 hereby certify that I have the authority to execute the accompanying Cost Report.
29

30 Signed _____
31 Name _____
32 Title _____
33 Date _____"

34 //
35 //
36 //
37 //

1 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

26
27 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

35 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
36 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
37 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

37 //

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

10 **XI. DISPUTE RESOLUTION**

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

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

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

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

29 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
30 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a
31 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
32 a final decision adverse to CONTRACTOR's contentions.

33 D. This Contract has been negotiated and executed in the State of California and shall be governed
34 by and construed under the laws of the State of California. In the event of any legal action to enforce or
35 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
36 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
37 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically

1 agree to waive any and all rights to request that an action be transferred for adjudication to another
2 county.

3 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

13 14 **XIII. EQUIPMENT**

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

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

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

36 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
37 with funds paid through this Contract, including date of purchase, purchase price, serial number, model

1 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
2 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
3 any.

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

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

11 G. Unless this Contract is followed without interruption by another agreement between the parties
12 for substantially the same type and scope of services, at the termination of this Contract for any cause,
13 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
14 Contract.

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

17 18 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

24 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
25 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed
26 for the appropriate Period as well as the Total Amount Not to Exceed. The reduction to the Amount Not
27 to Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an amount
28 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
29 services, staffing, facilities or supplies.

30 31 **XV. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
36 including but not limited to personal injury or property damage, arising from or related to the services,
37 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
4 a jury apportionment.

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

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

21 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
22 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
23 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
24 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
25 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
26 other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

36 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XV
37 (INDEMNIFICATION AND INSURANCE) for the full term of this Contract, such failure shall

1 constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to terminate
2 this Contract.

3 F. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
5 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
6 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

10 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
11 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 owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	(Limit commensurate limit with exposure)

36 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies
37 when required must provide Follow Form coverage

1 H. REQUIRED COVERAGE FORMS

2 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing
3 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least
4 as broad.

5 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
6 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

7 I. REQUIRED ENDORSEMENTS

8 1. The Commercial General Liability policy shall contain the following endorsements, which
9 shall accompany the Certificate of Insurance:

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

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

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

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

21 b. A primary and non-contributory endorsement evidencing that CONTRACTOR's
22 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
23 excess and non-contributing.

24 3. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A
25 Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
26 Certificate of Insurance.

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

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

34 L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any
35 policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is
36 due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to
37 //

1 provide written notice of cancellation may constitute a material breach of the Contract, upon which
2 COUNTY may suspend or terminate this Contract.

3 M. If CONTRACTOR's Professional Liability, Sexual Misconduct, Technology Errors &
4 Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies),
5 CONTRACTOR agrees to the following:

6 1. The retroactive date must be shown and must be before the date of the Contract or the
7 beginning of the contract services.

8 2. Insurance must be maintained, and evidence of insurance must be provided, for at least
9 three (3) years after expiration or earlier termination of contract services.

10 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
11 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must
12 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier
13 termination of the Contract.

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

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

20 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
21 CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY
22 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
23 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
24 remedies.

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

28 R. SUBMISSION OF INSURANCE DOCUMENTS

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

30 a. Prior to the start date of this Contract.

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

32 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
33 changes to any of the insurance types as set forth in Subparagraph G, above.

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

36 //

37 //

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

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

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

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

14 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
15 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
16 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
17

18 **XVI. INSPECTIONS AND AUDITS**

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

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

33 C. AUDIT RESPONSE

34 1. Following an audit report, in the event of non-compliance with applicable laws and
35 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
36 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
37 //

1 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
2 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

19 20 **XVII. LICENSES AND LAWS**

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

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

- 32 1. ARRA of 2009.
- 33 2. Trafficking Victims Protection Act of 2000.
- 34 3. WIC, Division 5, Community Mental Health Services.
- 35 4. WIC, Division 6, Admissions and Judicial Commitments.
- 36 5. WIC, Division 7, Mental Institutions.
- 37 6. HSC, §§1250 et seq., Health Facilities.

- 1 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 2 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 3 9. CCR, Title 17, Public Health.
- 4 10. CCR, Title 22, Social Security.
- 5 11. CFR, Title 42, Public Health.
- 6 12. CFR, Title 45, Public Welfare.
- 7 13. USC Title 42. Public Health and Welfare.
- 8 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 9 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 10 16. 42 USC §1857, et seq., Clean Air Act.
- 11 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 12 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 13 19. Policies and procedures set forth in Mental Health Services Act.
- 14 20. Policies and procedures set forth in DHCS Letters.
- 15 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 16 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 17 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 18 23. 42 CFR, Section 438, Managed Care Regulations

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

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

26 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

37 //

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

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

12 **XIX. MINIMUM WAGE LAWS**

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

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

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

28 **XX. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

30 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not
31 unlawfully discriminate against any employee or applicant for employment because of his/her race,
32 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
33 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
34 orientation, or military and veteran status. Additionally, during the term of this Contract,
35 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
36 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
37

1 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
2 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
3 orientation, or military and veteran status.

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

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

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

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

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

25 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
26 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
27 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
29 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
30 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
31 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
32 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
33 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
34 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
35 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
36 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
37 or more of the factors identified above:

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

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

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

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

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

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

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

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

37 //

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

5 **XXI. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25 **XXII. NOTIFICATION OF DEATH**

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

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

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

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

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

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

13
14 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

22
23 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

1 C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to
2 CONTRACTOR, appeal to the COUNTY Patients' Rights Office, file a grievance, and file a Title IX
3 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
4 grievance, and attempt to resolve the matter.

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

7
8 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

15 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
16 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
17 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

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

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

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

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

34 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
35 termination of the Contract, unless a longer period is required due to legal proceedings such as
36 litigations and/or settlement of claims.

37 //

1 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
2 following discharge of the participant, client and/or patient.

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

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

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

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

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

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

20 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
21 with the terms of this Contract and common business practices. If documentation is retained
22 electronically, CONTRACTOR shall, in the event of an audit or site visit:

23 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
24 or site visit.

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

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

29 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
30 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
31 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
32 or regulation, and copy ADMINISTRATOR on such notifications.

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

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

XXVI. RESEARCH AND PUBLICATION

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

XXVII. REVENUE

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

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

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

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

XXVIII. SEVERABILITY

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

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XXIX. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

XXX. STATUS OF CONTRACTOR

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

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

6 7 **XXXI. TERM**

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

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

16 17 **XXXII. TERMINATION**

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

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

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

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

3 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

33 8. To the extent services are terminated, cancel outstanding commitments covering the
34 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
35 commitments which relate to personal services. With respect to these canceled commitments,
36 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

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1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

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

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

10
11 **XXXIII. THIRD PARTY BENEFICIARY**

12 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,
13 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

14
15 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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6 DocuSigned by:
7 BY: Ronnetta J. Johnson DATED: 4/20/2023
8 D52CE6A8FA7D448...

9 TITLE: Chief Executive Officer

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16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

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

27
28 DocuSigned by:
29 BY: [Signature] DATED: 4/20/2023
30 6026E89386254F6...
31 DEPUTY

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

1 EXHIBIT A
 2 CONTRACT FOR PROVISION OF
 3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES
 4 FOR YOUTHFUL OFFENDERS
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 WAYMAKERS
 9 JULY 1, 2023 THROUGH JUNE 30, 2026

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

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

14 1. Admission means documentation, by CONTRACTOR, for completion of entry and
15 evaluation services provided to Clients into IRIS.

16 2. Client means any individual, referred or enrolled, for services under the Contract who is
17 living with mental, emotional, or behavioral disorders.

18 3. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided
19 to or on the behalf of a Client for a condition that requires a more timely response than a regularly
20 scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy,
21 collateral therapy, family therapy, case management, and psychiatric evaluation.

22 4. Data Collection System means the collection of State mandated data used for the tracking
23 and reporting of outcome data for Clients enrolled in FSP/W programs.

24 a. 3 M's means the Quarterly Assessment Form being completed for each Client every
25 three months in the approved Data Collection System. It tracks changes in education, sources of
26 financial support, legal issues/designations, health status, substance abuse, and any other fields set forth
27 by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the
28 due date.

29 b. Data Certification means reviewing outcome data mandated by the state and COUNTY
30 for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

31 c. Key Event Tracking (KET) means the tracking of a Client's service movement and
32 changes in the approved Data Collection System. A KET must be completed following the DCR
33 business rules and entered accurately each time the CONTRACTOR is reporting a change from previous
34 Client status in certain categories. The categories include: administrative status, residential status
35 (including incarcerations and hospitalizations), employment, education, benefits acquisition, legal status,
36 emergency interventions and any other fields set forth by the State or County.

37 //

1 d. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as
2 defined by the State and/or County) that must be completed in full and entered into the DCR system
3 within thirty (30) calendar days of the Client's enrollment date. All DCR business rules regarding
4 transferring and re-enrolling clients must be followed and verified prior to entering a PAF in the system.

5 5. Diagnosis means identifying the nature of a Client's disorder. When formulating the
6 Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
7 edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American
8 Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

9 6. Direct Service Hour (DSH) means the time, measured in hours and portions of hours, that a
10 clinician spends providing services to Clients or others on behalf of Clients. DSH credit, both billable
11 and non-billable minutes, is obtained by providing mental health, case management, medication support,
12 assessment and crisis intervention services to Clients open in IRIS.

13 7. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of
14 California's implementation of the Federal child health component of Medicaid program which provides
15 physical, mental, and developmental health services for children and young adults.

16 8. Education Coordinator means an individual who is responsible for providing assistance and
17 support with educational and vocational services as well as developing resources for those Clients that
18 wish to further their education or training.

19 9. Employment Coordinator means an individual who provides pre-employment training, job
20 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job
21 application procedures, teaching social, grooming and dress-for-success personal hygiene skills to
22 Clients, and coaching Clients on how to maintain employment. This individual will develop
23 employment resources that match the needs of the program's Clients. In addition, the Employment
24 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and
25 Clients.

26 10. Engagement means the process where a trusting relationship between CONTRACTOR's
27 staff and Client is developed over a short period of time, so CONTRACTOR and Client can develop a
28 plan to link the Client to appropriate services within the community. Engagement of the Client is the
29 objective of a successful outreach.

30 11. Face-to-Face Contact means, as it pertains to a FSP/W, a direct encounter between
31 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,
32 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct
33 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

34 12. Family Team means a group formed to meet the needs of a FSP/W eligible Client through
35 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family
36 members, and other support individual(s) the family agrees to include on the team.

37 //

1 13. Full Service Partnership/Wraparound (FSP/W) means a program model described in
2 COUNTY's MHSA plan that has been approved by the State. The MHSA plan describes how
3 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients
4 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the
5 individual rather than the disease. It is culturally competent, in-home, intensive, mental health care
6 coordination services that will address family needs across all life domains of the Client.

7 14. Group Home means a facility for housing youth and is licensed by Community Care
8 Licensing under the provisions of CCR, Title 22, Division 6, et seq.

9 15. Head of Service means an individual ultimately responsible for overseeing the program and
10 who is required to be licensed as a mental health professional.

11 16. Housing Coordinator means an individual who provides assistance to Clients/families to
12 have the most stable housing appropriate to their functioning levels and life circumstances. This may
13 range from emergency motel placement to avoid homelessness to transitional housing that will provide
14 stability and skills that would lead to more permanent housing. This individual may also assist in
15 moving clients to greater independence by creating flex fund usage plans where the Client/family pays a
16 greater percentage of housing costs per month so that housing costs become independently sustainable.

17 17. Individual Services and Support Funds (Flexible Funds) means funds used to provide
18 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their
19 mental illness and improvement of their overall quality of life. Flexible Funds are generally categorized
20 as housing, transportation, food, clothing, medical, and miscellaneous expenditures that are
21 individualized and appropriate to support Clients' mental health treatment activities.

22 18. Integrated Records Information System (IRIS) means the ADMINISTRATOR's database
23 system that collects Clients' information such as registration, scheduled appointments, laboratory
24 information system, invoice and reporting capabilities, compliance with regulatory requirements,
25 electronic medical records, and other relevant applications.

26 19. Katie A. Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class action lawsuit
27 filed in Federal District Court concerning the availability of intensive mental health services to children
28 in California who are either in foster care or at imminent risk of coming into care, for this Subclass.

29 20. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
30 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
31 services to Clients. The license must be current and in force, and has not been suspended or revoked.
32 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

33 21. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
34 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
35 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
36 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
37 preferred that the individual has at least one (1) year of experience treating children and TAY.

1 22. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
2 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
3 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
4 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
5 preferred that the individual has at least one (1) year of experience treating children and TAY.

6 23. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
7 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
8 services to Clients. The license must be current and in force, and has not been suspended or revoked.
9 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

10 24. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter
11 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The
12 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that
13 the individual has at least one (1) year of experience treating children and TAY.

14 25. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions
15 of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
16 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
17 preferred that the individual has at least one (1) year of experience treating children and TAY.

18 26. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
19 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
20 employees who have direct contact with Clients.

21 27. Medi-Cal means the State of California's implementation of the federal Medicaid health
22 care program which pays for a variety of medical services for children and adults who meet eligibility
23 criteria.

24 28. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined
25 in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
26 Services.

27 29. Mental Health Services means an individual or a group therapy and intervention being
28 provided to Clients that is designed to reduce mental disability and restore or improve daily functioning.
29 These Mental Health Services must be consistent with goals of learning and development, as well as
30 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
31 component of adult residential services, crisis residential treatment services, crisis intervention, crisis
32 stabilization, day rehabilitation, or day treatment intensive. Service activities may also include, but are
33 not limited to: assessment, plan development, rehabilitation, and collateral. Also, Mental Health
34 Services may be either Face-to-Face Contact, or by telephone with Clients or significant support
35 individuals, and services may be provided anywhere in the community.

36 a. Assessment means a service activity, which may include a clinical analysis of the
37 history and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural

1 issues. The Assessment also needs to include history of services being provided, diagnosis, and use of
2 testing procedures.

3 b. Collateral means significant support individual(s) in a Client's life and is/are used to
4 define services provided to the Client with the intent of improving or maintaining the mental health
5 status of the Client. The Client may or may not be present for this service activity.

6 c. Intensive Care Coordination (ICC) means a medically necessary service provided to
7 Medi-Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and
8 coordination of services across child services systems and providers, including intensive services for
9 children/youth who meet the Katie A. Subclass criteria.

10 d. Intensive Home-Based Services (IHBS) means a medically necessary service provided
11 to Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental
12 health treatment interventions designed to ameliorate mental health conditions that interfere with a
13 client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the
14 Child and Family Team. IHBS is also provided to the Katie A. Subclass population.

15 e. Medication Support Services means services provided by licensed physicians,
16 registered nurses, or other qualified medical staff, which include: prescribing, administering, dispensing
17 and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of
18 mental illness. These services also include evaluation and documentation of the clinical justification
19 and effectiveness of medication, dosage, side effects, compliance, and response to medication. In
20 addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain
21 informed consent from Clients prior to providing medication education and plan development related to
22 the delivery of these services and/or Assessment to Clients.

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

27 g. Substance Use treatment means a program that uses a stage-wise treatment model and
28 is non-confrontational, follows behavioral principles, considers interactions between mental illness and
29 substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse
30 research has strongly indicated that a Client with a disorder needs treatment for both problems to
31 recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate
32 assistance for each condition by helping Clients recover from mental illness and substance abuse in one
33 setting and at the same time.

34 h. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions
35 with a Client, which are designed to reduce or eliminate targeted behaviors as identified in the Client's
36 treatment plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients
37 must be Medi-Cal eligible and meet TBS class membership and service need requirements.

1 Documentation in the medical record must support Medical Necessity for these intensive services.
2 Cases in which Clients are receiving more than twenty (20) hours per week of TBS or those who are
3 expected to receive more than four months (120 days) of TBS must be approved by
4 ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these
5 intervention services to ensure they are qualified to deliver these services.

6 i. Targeted Case Management (TCM) means services that assist a Client to access needed
7 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
8 These service activities may include, but are not limited to: communicating and coordinating services
9 through referral, monitoring service delivery to ensure Clients' access to service and the service delivery
10 system, and tracking of Clients' progress and plan development. Treatment Foster Care (TFC) also
11 known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and
12 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an
13 integral part of the child's treatment team.

14 j. Therapy means a therapeutic intervention that focuses primarily on symptom reduction
15 as a means to improve functional impairments. Therapy may be delivered to a Client or a group of
16 Clients, which may include family Therapy with Client being present.

17 30. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
18 comprehensive approach to providing community-based mental health services and supports for
19 California residents. It is also known as "Proposition 63."

20 31. Mentoring Services means a service that provides support to Clients by building a
21 structured and trusting relationship over a prolonged period of time between a Client and a mentor. The
22 mentor is a peer or older individual who provides one-to-one contact and support in the following areas
23 to assist Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills;
24 concrete help and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s), and
25 linking the Client(s)/parent(s)/guardian(s) to other services within the COUNTY.

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

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

34 34. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
35 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as
36 set forth in HIPAA.

37 //

1 35. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP
2 program maintains a focus on program outcomes. This individual will be responsible for reviewing
3 outcome data, analyzing data, and developing strategies for gathering new data from Client's
4 perspective to improve FSP's understanding of Client's needs and desires towards furthering their
5 Recovery. This individual will also provide feedback to the program and work collaboratively with the
6 employment specialist, education specialist, benefits specialist, and other staff in the program to
7 strategize and improve outcomes in service delivery. In addition, this position will be responsible for
8 attending all data and outcome related meetings and ensuring that the FSP is being proactive in all data
9 collection requirements and changes at the local and state levels.

10 36. Outreach means linking potential Clients to appropriate mental health services within the
11 community. Outreach activities will include educating the community about the services offered and
12 requirements for participation in the programs. Such activities may result in the CONTRACTOR
13 developing referral sources for Clients from various programs being offered within the community.

14 37. Personal Services Coordinator (PSC) means an individual with a Bachelor's Degree in
15 Human Services or related field. It is preferred that the individual has at least two years of related
16 experience with Mental Health Services, or three years' experience as a Client in a similar program who
17 has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire
18 range of needs for the Client and/or Client's family to promote success, safety, and permanence in the
19 home, school, workforce, and community and lead Clients to self-sufficiency.

20 38. Plan of Care (POC) means a written plan, including by reference any juvenile court
21 order(s), developed and signed by the Family Team that includes the following elements:

- 22 a. A statement of an overall goal or vision for the Client and Client's family.
- 23 b. The strengths of the Client and Client's family.
- 24 c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of
25 the Client and Client's family.
- 26 d. Prevention and intervention safety plans.
- 27 e. The type, frequency, and duration of intervention strategies.
- 28 f. Financial responsibility for the components of the POC.
- 29 g. Desired outcomes.

30 39. Program Director means an individual who is responsible for all aspects of administration
31 and clinical operations of the mental health program, including development and adherence to the
32 annual budget. This individual will also be responsible for the following: hiring, development and
33 performance management of professional and support staff, and ensuring mental health treatment
34 services are provided in concert with COUNTY and State rules and regulations.

35 40. Protected Health Information (PHI) means individually identifiable health information
36 usually transmitted through electronic media. PHI can be maintained in any medium as defined in the
37 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is

1 created or received by a covered entity and is related to the past, present, or future physical or mental
2 health or condition of an individual, provision of health care to an individual, or the past, present, or
3 future payment for health care provided to an individual.

4 41. Psychiatrist means an individual who meets the minimum professional and licensure
5 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
6 experience treating children and TAY.

7 42. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
8 one percent (1%) of all “high-risk” Medi-Cal Clients in order to monitor and evaluate the quality and
9 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
10 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
11 the cases.

12 43. Referral means effectively linking Clients to other services within the community and
13 documenting follow-up provided within five (5) business days to assure that Clients have made contact
14 with the referred service(s).

15 44. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
16 of the California Business and Professions Code, who can provide clinical services to Clients. The
17 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that
18 the individual has at least one (1) year of experience treating children and TAY.

19 45. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age
20 of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and
21 Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental
22 disorder, which results in behavior inappropriate to the child’s age according to expected developmental
23 norms. W&I 5600.3.

24 46. Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe in
25 degree and persistent in duration, which may cause behavioral functioning which interferes substantially
26 with the primary activities of daily living, and which may result in an inability to maintain stable
27 adjustment and independent functioning without treatment, support, and rehabilitation for a long or
28 indefinite period of time. W&I 5600.3.

29 47. Student Intern means a student(s) currently enrolled in an accredited graduate or
30 undergraduate program and is/are accumulating supervised work experience hours as part of field work,
31 internship, or practicum requirements. Acceptable programs include all programs that assist students in
32 meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist,
33 a Licensed PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and who have two
34 (2) years of full-time experience in a mental health setting, either post-degree or as part of the program
35 leading to the graduate degree, are not considered as students.

36 48. Token means the security device which allows an end-user to access the
37 ADMINISTRATOR’s computer based IRIS.

1 49. UMDAP means the method used for determining the annual client liability for mental
2 health services received from the COUNTY mental health system and is set by the State of California.

3 50. WOC means the wraparound program administered by the COUNTY SSA and is available
4 to children and transitional age youth who are returning from or being considered for placement in
5 group homes.

6 B. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the
7 Common Terms and Condition Paragraph of this Exhibit A to the Contract.

8 9 II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	TOTAL
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
ADMINISTRATIVE COST				
Indirect	\$629,467	\$629,467	\$629,467	\$1,888,401
SUBTOTAL				
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$4,231,408	\$4,231,408	\$4,231,408	\$ 12,694,224
Benefits	\$ 983,478	\$ 983,478	\$ 983,478	\$ 2,950,434
Services and Supplies	\$ 737,543	\$ 737,543	\$ 737,543	\$ 2,212,629
Flexible Funds	<u>\$ 622,344</u>	<u>\$ 622,344</u>	<u>\$ 622,344</u>	<u>\$ 1,867,032</u>
SUBTOTAL PROGRAM	\$6,574,773	\$6,574,773	\$6,574,773	\$19,724,319
TOTAL GROSS COST	\$7,204,240	\$7,204,240	\$7,204,240	\$21,612,720
REVENUE				
MHSA	\$5,763,392	\$5,763,392	\$5,763,392	\$17,290,176
Federal Medi-Cal	<u>\$1,440,848</u>	<u>\$1,440,848</u>	<u>\$1,440,848</u>	<u>\$ 4,322,544</u>
TOTAL REVENUE	\$7,204,240	\$7,204,240	\$7,204,240	\$21,612,720
TOTAL AMOUNT NOT TO EXCEED	\$7,204,240	\$7,204,240	\$7,204,240	\$21,612,720

1 B. CONTRACTOR agrees the total cost of services provided for in the Contract are based upon
 2 projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA
 3 revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the
 4 completed Cost Report, as specified in the Cost Report Paragraph of the Contract, for each Fiscal Year
 5 is less than budgeted, the Amount Not To Exceed may, at ADMINISTRATOR’s sole discretion, be
 6 adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further
 7 agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal
 8 billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to
 9 the Contract, unless authorized, in writing, by ADMINISTRATOR.

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

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

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

33 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 34 Budget Paragraph of this Exhibit A to the Contract.

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III. PAYMENTS

1
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$600,353
3 per month, as specified in the Referenced Contract Provisions of the Contract. All payments are interim
4 payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the
5 Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services
6 hereunder; provided, however, the total of such payments does not exceed COUNTY's Total Amount
7 Not To Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further,
8 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.
9 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
10 provisional amount specified above has not been fully paid.

11 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
12 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
13 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
14 CONTRACTOR as specified in Subparagraphs III.A.2. and III.A.3. below.

15 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
16 provisional amount payment exceeds the actual cost of providing services, ADMINISTRATOR may
17 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
18 year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred
19 by CONTRACTOR.

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

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

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

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

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

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

3 4 **IV. REPORTS**

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

7 B. FISCAL

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

16 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
17 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
18 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
19 Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue
20 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a
21 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
22 in conjunction with the Monthly Expenditure and Revenue Reports.

23 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
24 These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report
25 overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract, and
26 staff hours worked by position. The reports will be received by ADMINISTRATOR no later than twenty
27 (20) calendar days following the end of the month being reported.

28 D. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit
29 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
30 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
31 reports shall be in a format(s) approved by ADMINISTRATOR and shall include but not limited to,
32 descriptions of any performance objectives, outcomes, and or interim findings as directed by
33 ADMINISTRATOR. DCR data files shall be submitted to ADMINISTRATOR in an XML format that
34 has successfully passed individual and batch tests for submission to the State. CONTRACTOR shall be
35 prepared to present and discuss the programmatic reports at the monthly meetings with
36 ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not,
37 specify what steps are being taken to achieve satisfactory progress.

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

5 F. CONTRACTOR must request in writing any extensions to the due date of the monthly required
6 report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
7 than five (5) calendar days.

8 G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
9 ADMINISTRATOR. Said psychometrics are for COUNTY’s analytical uses only, and shall not be
10 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
11 harmless, and indemnify pursuant to Section XV, from any claims that arise from non-COUNTY use of
12 said psychometrics.

13 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
14 Reports Paragraph of this Exhibit A to the Contract.

15 16 V. SERVICES

17 A. FACILITIES

18 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate
19 facility for the provision of Full Service Partnership/Wraparound Services for Youthful Offenders which
20 meets the minimum requirements for Medi-Cal eligibility at the following location or any other
21 location(s) approved by ADMINISTRATOR:

22
23 16580 Harbor Blvd, Unit M
24 Fountain Valley, CA 92708
25

26 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
27 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening
28 hours until 8:00 p.m. and on weekends in order to accommodate Clients unable to participate during
29 regular business hours.

30 a. CONTRACTOR’s administrative staff holiday schedule shall be consistent with
31 COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by
32 ADMINISTRATOR.

33 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four
34 (24) hour a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned
35 case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with
36 each Client and/or Client’s family a plan for Crisis Intervention services which includes whom to
37 contact for emergency services.

1 3. Upon ADMINISTRATOR's certification of CONTRACTOR's existing site,
2 CONTRACTOR is responsible for making any necessary changes to meet and maintain Medi-Cal site
3 standards.

4 B. FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES

5 1. CONTRACTOR shall assess potential Clients meeting the following criteria unless written
6 exception is granted by ADMINISTRATOR:

7 a. Individuals under the age of eighteen (18) years of age (until eighteenth [18th]
8 birthday); or

9 b. Individuals eighteen (18) through twenty-five (25) years of age (until twenty-sixth
10 [26th] birthday) who are legally residing in COUNTY and otherwise eligible for public services under
11 federal and state law; and

12 c. Displaying behaviors or a history indicative of SED/SMI as defined by the WIC
13 Section 5600.3; and

14 d. In one of the following target groups:

15 1) homeless;

16 2) unserved or underserved because of linguistic or cultural isolation;

17 3) with a history of multiple psychiatric hospitalizations;

18 4) experiencing their first psychotic episode;

19 5) uninsured;

20 6) exiting the Social Service or Probation systems;

21 7) with special needs particularly chronic illnesses and the sequelae of acute illness or
22 injury and/or Co-Occurring disorders; or

23 8) children of parent(s)/guardian(s) with serious mental illness.

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

28 3. CONTRACTOR shall provide supportive services for all persons referred but not admitted
29 to the FSP/W until those persons can be engaged in alternative services. Referrals to alternate services,
30 and the supported services provided until Engagement, will be reviewed and approved by
31 ADMINISTRATOR.

32 4. CONTRACTOR shall provide a FSP/W program that is evidence-based and strength-based,
33 with the focus on the individual rather than the disease. The ideal client to staff ratio will be in the range
34 of ten (10) to one (1), ensuring relationship building and intense service delivery. CONTRACTOR shall
35 provide a FSP/W program that will provide community based, in-home, intensive, mental health and
36 case management services addressing family needs across all life domains of the Client and where the
37 Client will be a full partner in the development and implementation of their treatment plan. In the

1 program, a case manager or PSC, the assigned therapist and the Client/family will form a service team
2 which will identify strengths, needs and resources, including additional people to be added to the team.
3 The team will develop a service plan for each enrollee within thirty (30) calendar days of enrollment.
4 The implementation of the service plan is the responsibility of the team using a “whatever-it-takes”
5 approach to promote success, safety and permanence in the home, school, and community. The plan
6 will cover the entire range of needs for the Client and/or their family: housing, employment and
7 medical, etc. in addition to Mental Health Services. The services are focused on resiliency and harm
8 reduction to encourage the highest level of client empowerment and independence achievable. These
9 services include but are not limited to the following:

- 10 a. Twenty-four (24)-hours per day, seven (7) days per week Crisis management and Crisis
11 assessment;
- 12 b. Housing Resources/Referrals and support;
- 13 c. Intensive case management;
- 14 d. 24/7 crisis response and 5150/5585 evaluation
- 15 e. Community-based Wraparound Services;
- 16 f. Vocational and Educational services;
- 17 g. Job Coaching/Developing;
- 18 h. Employment support/services;
- 19 i. Money management/Representative Payee support;
- 20 j. Flexible Fund account for immediate needs;
- 21 k. Transportation;
- 22 l. Illness education and self-management;
- 23 m. Psychiatry and Medication Support;
- 24 n. Co-occurring Services and care coordination with medical providers;
- 25 o. Linkage to financial benefits/entitlements;
- 26 p. Family and Peer Support;
- 27 q. Supportive socialization and meaningful community roles; and
- 28 r. Individual, Group and/or Family therapy

29 5. The team is responsible for identifying ways of addressing needs through linkage to
30 existing services in the community and will also have limited access to additional funding to address
31 other needed services or support as necessary. CONTRACTOR shall offer a “whatever it takes”
32 approach to engage SED/SMI Clients, including those who are dually diagnosed, in a partnership to
33 achieve the Client’s wellness and resiliency goals. Services shall be non-coercive and focused on
34 engaging people in the field. The goal of the program is to assist the Client’s progress through pre-
35 determined quality of life outcome domains (housing, decreased jail, decreased hospitalization,
36 increased education involvement, increased employment opportunities and retention, management of
37 existing medical conditions, linkage to medical providers, etc.) and become more independent and self-

1 sufficient as the Client progresses to a lower level of care or out of the “intensive case management
2 need” category.

3 6. CONTRACTOR shall ensure that every Client is engaged in mental health treatment
4 appropriate to his/her Diagnosis and level of distress. Therapists, Psychiatrist, and others providing
5 treatment will be included on the FSP/W team unless otherwise approved in writing by
6 ADMINISTRATOR.

7 7. CONTRACTOR shall collect and input all data about characteristics and progress of the
8 Clients into a Data Collection System or other database as mandated by the state and/or
9 ADMINISTRATOR.

10 8. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a Client for
11 discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at
12 Admission to the FSP/W and be incorporated into the service plan.

13 9. CONTRACTOR shall participate in any clinical case review and implement any
14 recommendations made by ADMINISTRATOR to improve Client care.

15 10. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened
16 with another provider. CONTRACTOR shall ensure that all chart documentation complies with all
17 federal, state, and local guidelines and standards.

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

20 C. PERFORMANCE OUTCOMES

21 1. CONTRACTOR shall complete Performance Outcome Measures as required by State
22 and/or COUNTY.

23 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
24 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR’s
25 services on the well-being of COUNTY residents being served under the terms of the Contract. The
26 expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and
27 more appropriate level and to provide a quantifiable and repeatable measure to assess overall program
28 effectiveness.

29 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for
30 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of
31 services.

32 D. CONTRACTOR RESPONSIBILITIES

33 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
34 CONTRACTOR’s administrative and program P&Ps. CONTRACTOR shall provide signature
35 confirmation of its P&P training for each staff member and place in their personnel files.

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37 //

1 2. CONTRACTOR shall ensure that all newly hired staff complete COUNTY's New Provider
2 Training, existing staff complete COUNTY's Annual Provider Training, and staff responsible for input
3 into IRIS complete the IRIS New User Training.

4 3. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
5 the Compliance Paragraph of the Contract.

6 4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
7 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
8 for quality improvement, supervisory review, and medication monitoring.

9 5. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
10 ADMINISTRATOR's Standards of Care practices; P&P's, New Provider Training, Annual Provider
11 Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT
12 TBS Documentation Manual; Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home
13 Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members, and the
14 EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which
15 describe, but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting
16 standards; and any state regulatory requirements.

17 6. CONTRACTOR shall regularly review its charting, IRIS data input, and invoice systems to
18 ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate
19 claim submissions.

20 7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
21 improvement meetings and processes. Such records and minutes shall also be subject to regular review
22 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
23 ADMINISTRATOR's P&Ps.

24 8. CONTRACTOR shall attend:

25 a. Case conferences, as requested by ADMINISTRATOR, to address any aspect of
26 clinical care.

27 b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues
28 related to, but not limited to compliance with P&Ps, statistics and clinical services.

29 c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be
30 conducted by CONTRACTOR and/or ADMINISTRATOR.

31 d. Monthly QIC meetings.

32 9. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
33 and medication monitoring meetings.

34 E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
35 Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

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

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

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

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

- 7 a. Token of each staff member who no longer supports the Contract;
- 8 b. Token of each staff member who no longer requires access to IRIS;
- 9 c. Token of each staff member who leaves employment of CONTRACTOR;
- 10 d. Token is malfunctioning;
- 11 e. Termination of the Contract.

12 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require
13 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

14 6. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through
15 acts of negligence.

16 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
17 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
18 available, and if applicable.

19 F. CONTRACTOR shall obtain a NPI.

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

22 2. CONTRACTOR, including each employee that provides services under the Contract, will
23 obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
24 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
25 ADMINISTRATOR, all NPI as soon as they are available.

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

30 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
31 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
32 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be
33 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
34 institution, or religious belief.

35 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
36 conduct research activity on COUNTY Clients without obtaining prior written authorization from
37 ADMINISTRATOR.

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

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

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

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

25 M. FLEXIBLE FUNDS

26 1. CONTRACTOR shall follow the procedures identified below and as specified by
27 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support
28 funds (Flexible Funds):

29 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the
30 treatment of a Client's mental illness and overall quality of life;

31 b. Flexible Funds may be used when other community resources such as family/friends,
32 food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely
33 manner, or are not appropriate for a Client's situation. Designated CONTRACTOR staff shall assist
34 Clients in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

35 c. Flexible Funds expenditures for various types of purchases shall be identified as
36 allowable, unallowable, or require discussion with ADMINISTRATOR;

37 //

1 d. Flexible Funds shall not be used for housing Clients that have not been enrolled in
2 CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;

3 e. Flexible Funds shall not be given in the form of cash to any Client, either enrolled or in
4 the Outreach and Engagement phase of CONTRACTOR's program;

5 f. Pre-purchases shall only be for food, transportation, clothing and motels or other
6 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

7 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be
8 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card
9 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff.
10 Vouchers and/or gift cards shall be limited in monetary value to not more than \$25 each, unless
11 otherwise approved in advance and in writing, by ADMINISTRATOR.

12 h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature,
13 and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall
14 be tracked and logged upon purchase and disbursement.

15 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund
16 expenditures, shall include, but not be limited to, retention of comprehensible source documentation
17 such as receipts, copies of lease/rental agreements for Client housing, general ledgers, and needs shall be
18 documented in Client's MHP;

19 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual
20 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by
21 ADMINISTRATOR;

22 a. Gift cards and vouchers for Clients shall be securely stored and documentation of their
23 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be
24 maintained by CONTRACTOR.

25 b. A single Flexible Fund expenditure, in excess of \$500, shall not be made without prior
26 written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the
27 \$500 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of
28 such an expense. Said notification shall include total costs and a justification for the expense. Failure to
29 notify ADMINISTRATOR within the specified timeframe may result in disallowance of the
30 expenditure.

31 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the
32 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

33 5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form
34 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with
35 CONTRACTOR's monthly Expenditure and Revenue Report. The report shall be submitted to
36 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
37 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report;

6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that incorporates at a minimum the requirements as specified in Subparagraph M.1., above. CONTRACTOR shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from the start of the Contract, any subsequent Flexible Fund expenditures may be disallowed by ADMINISTRATOR.

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

VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide Full Service Partnership/Wraparound Services for Youthful Offenders.

PROGRAM NON-DSH PRODUCING	Total FTEs
Chief Program Officer	0.40
Licensed Program Director	1.00
Quality Assurance Supervisor	1.00
Quality Assurance Specialist	2.00
Data Analyst	1.00
Office Specialist	1.50
Facility Supervisor	0.75
Facility Coordinator	1.00
Information & Referral Specialist	0.75
Intake Coordinator	1.00
E.H.R Administrator	1.00
Enrichment Coordinator	<u>0.50</u>
SUBTOTAL NON-DSH PRODUCING	11.90
PROGRAM DSH PRODUCING	
Associate Clinician	8.00
Associate FSP Supervisor	6.00
Career and Education Specialist	1.00

1	Licensed Assistant Program Director	2.00
2	Licensed Clinical Supervisor/ Assistant Program Director	2.00
3	Peer Support Specialist	2.00
4	Service Coordinator	11.00
5	Transition Coordinator	11.00
6	Psychiatrist	<u>0.10</u>
7		43.10
8		
9	SUBTOTAL DSH PRODUCING	
10		
11		
12		
13		
14	TOTAL PROGRAM FTE	55.00
15		

16 B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in
 17 conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW,
 18 LPCC, Licensed MFT, RN, LVN, or LPT.

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

27 D. CONTRACTOR shall maintain personnel files for each staff person, including management and
 28 other administrative positions, both direct and indirect which shall include, but not be limited to, an
 29 application for employment, qualifications for the position, applicable licenses, waivers, registrations,
 30 documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay
 31 increases.

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

1 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72)
2 hours of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.
3 CONTRACTOR's notification shall include at a minimum the following information: employee
4 name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

5 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business
6 days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary
7 FTE changes, and temporary staffing assignments that occur during the term of the Contract.

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

13 I. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of
14 group supervision weekly to FSP/W direct service staff covering suicide Assessment and Crisis
15 Intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing
16 with difficult Clients, meeting facilitation and medication, confidentiality, identification of strengths,
17 promoting life skills and such other topics identified by ADMINISTRATOR. Formal training sessions
18 may also be used to cover these topics but cannot substitute for weekly supervision hours.

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

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

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

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

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

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

3 N. 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 O. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time
9 the standards referenced below are minimum standards, and shall make every effort to exceed these
10 minimums.

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

12 2. CONTRACTOR shall provide a minimum of forty one thousand four hundred sixty
13 (41,460) direct hours of service, with a minimum of one hundred twenty (120) hours of medication
14 support services, and forty one thousand three hundred forty (41,340) hours of other mental health, case
15 management, and/or crisis intervention or TBS services as identified in the Services Paragraph of this
16 Exhibit A to the Contract

17 3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

18 a. Assistant Program Director shall provide forty (40) DSH per month or four hundred
19 eighty (480) DSH per year.

20 b. Associate Clinician shall provide one hundred (100) DSH per month or one thousand
21 two hundred (1,200) DSH per year.

22 c. Associate FSP Supervisor shall provide sixty (60) DSH per month or seven hundred
23 twenty (720) DSH per year.

24 d. Career and Education Specialist shall provide eighty five (85) DSH per month or one
25 thousand twenty (1,020) DSH per year.

26 e. Licensed Assistant Program Director shall provide forty (40) DSH per month or four
27 hundred eighty (480) DSH per year.

28 f. Licensed Clinical Supervisor/ Assistant Program Director shall provide forty (40) DSH
29 per month or four hundred eighty (480) DSH per year.

30 g. Licensed Clinician shall provide one hundred (100) DSH per month or one thousand
31 two hundred (1,200) DSH per year.

32 h. Peer Support Specialist shall provide eighty five (85) DSH per month or one thousand
33 twenty (1,020) DSH per year.

34 i. Service Coordinator shall provide eighty five (85) DSH per month or one thousand
35 twenty (1,020) DSH per year.

36 j. Transition Coordinator shall provide eighty five (85) DSH per month or one thousand
37 twenty (1,020) DSH per year.

1 k. Psychiatrist shall provide ten (10) DSH per month or one hundred twenty (120) DSH
2 per year.

3 l. CONTRACTOR understands and agrees that this is a minimum standard and shall
4 make every effort to exceed this minimum.

5 4. CONTRACTOR shall maintain an ongoing minimum caseload of two hundred twenty
6 (220) unduplicated Clients/Client families throughout the term of the Contract, unless otherwise
7 approved by ADMINISTRATOR.

8 5. CONTRACTOR shall provide a minimum of one (1) weekly Face-to-Face Contact with
9 Clients/Client families per year for FSW services.

10 6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their
11 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

12 7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of
13 Client's Referral for services.

14 8. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are
15 below workload standards, as defined in the Staffing Paragraph, Subparagraph M. of this Exhibit A to
16 the Contract, unless otherwise approved by ADMINISTRATOR.

17 N. STUDENT INTERNS

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

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

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

24 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
25 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours
26 of treatment for student interns providing substance abuse services. CONTRACTOR shall provide
27 supervision to volunteers as specified in the respective job descriptions or work contracts.

28 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
29 Staffing Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
 2 CONTRACT FOR PROVISION OF
 3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES
 4 FOR YOUTHFUL OFFENDERS
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 WAYMAKERS
 9 JULY 1, 2023 THROUGH JUNE 30, 2026

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

13 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
14 Definitions Paragraph of Exhibit A to the Contract or in Subparagraph B below, shall have the same
15 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at
16 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

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

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect
24 electronic PHI and control access to it.

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
29 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

37 //

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

- 32 1) Upper case letters (A-Z)
- 33 2) Lower case letters (a-z)
- 34 3) Arabic numerals (0-9)
- 35 4) Non-alphanumeric characters (punctuation symbols)

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
28 website access, file transfer, and E-Mail.

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

33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

36 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
37 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises

1 of the CONTRACTOR except with express written permission of COUNTY.

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

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

14 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
12 COUNTY.

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
32 17935(d)(2).

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

29 3. The obligations of this Business Associate Contract shall survive the termination of the
30 Contract.

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1 EXHIBIT C
2 CONTRACT FOR PROVISION OF
3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES
4 FOR YOUTHFUL OFFENDERS
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 WAYMAKERS
9 JULY 1, 2023 THROUGH JUNE 30, 2026
10

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

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

14 A. DEFINITIONS

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

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

19 3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

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

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

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

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

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

32 9. "Required by law" means a mandate contained in law that compels an entity to make a use
33 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
34 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
35 or tribal inspector general, or an administrative body authorized to require the production of
36 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
37 participation with respect to health care providers participating in the program, and statutes or

1 regulations that require the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

1 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
2 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
3 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
4 any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
5 to the same requirements for privacy and security safeguards for confidential data that apply to
6 CONTRACTOR with respect to such information.

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

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

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

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

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
28 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
29 Exhibit B to the Contract.

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

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