

1 CONTRACT FOR PROVISION OF  
 2 AMENDMENT NO. 1  
 3 TO  
 4 CONTRACT NO. MA-042-20011610  
 5 FOR  
 6 **BEHAVIORAL HEALTH PATIENTS’ RIGHTS ADVOCACY SERVICES**  
 7 **BETWEEN**  
 8 **COUNTY OF ORANGE**  
 9 **AND**  
 10 **MENTAL HEALTH SYSTEMS, INC.**  
 11 **JUNE**

12 This Amendment (“Amendment No. 1, 2020 THROUGH JUNE 30, 2023

13 THIS CONTRACT”) to Contract No. MA-042-20011610 for Behavioral Health Patients’ Rights Advocacy  
 14 Services is made and entered into this 1st day of June 2020 (effective date), is by and on July 1, 2023  
 15 (“Effective Date”) between the COUNTY OF ORANGE Mental Health Systems, Inc., (“Contractor”), with  
 16 a place of business at 600 West Santa Ana Blvd., Santa Ana, CA 92701, and the County of Orange, a  
 17 political subdivision of the State of California (COUNTY), and MENTAL HEALTH SYSTEMS, INC., a  
 18 California nonprofit mutual benefit corporation (CONTRACTOR). COUNTY (“County”), through its Health  
 19 Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and  
 20 CONTRACTOR County may sometimes be referred to herein individually as “Party” or collectively as  
 21 “Parties.” This Contract shall be administered by the County of Orange Health Care Agency  
 22 (ADMINISTRATOR).”

23 **WITNESSETH:**  
 24 **RECITALS**

25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Parties executed  
 26 Contract No. MA-042-20011610 for Behavioral Health Patients’ Rights Advocacy Services described  
 27 herein to the residents of Orange County, effective July 1, 2020 through June 30, 2023, in a total amount  
 28 not to exceed \$4,202,719, renewable for two additional one-year periods (“Contract”); and

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

31 — WHEREAS, the Parties now desire to enter into this Amendment No. 1, to renew the  
 32 Contract for two years, and amending Reference Contract Provisions, Paragraph XIV, and Exhibit A of  
 33 the Contract as cited below; and

34 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
 35 herein, COUNTY and CONTRACTOR do hereby Parties agree to amend the Contract as follows

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms.....	5
II. Alteration of Terms .....	6
III. Assignment of Debts .....	6
IV. Compliance.....	7
V. Confidentiality .....	10
VI. Conflict of Interest.....	11
VII. Cost Report.....	11
VIII. Debarment and Suspension Certification .....	13
IX. Delegation, Assignment and Subcontracts .....	14
X. Dispute Resolution .....	16
XI. Employee Eligibility Verification.....	17
XII. Equipment.....	17
XIII. Facilities, Payments and Services .....	18
XIV. Indemnification and Insurance .....	18
XV. Inspections and Audits .....	23
XVI. Licenses and Laws .....	24
XVII. Literature, Advertisements and Social Media .....	26
XVIII. Maximum Obligation.....	26
XIX. Minimum Wage Laws .....	27
XX. Nondiscrimination .....	27
XXI. Notices.....	30
XXII. Notification of Death .....	30
XXIII. Notification of Public Events and Meetings.....	31
XXIV. Patient's Rights.....	31
XXV. Records Management and Maintenance.....	32
XXVI. Research and Publication .....	33
XXVII. Revenue .....	34
XXVIII. Severability .....	34
XXIX. Special Provisions .....	34

1     ~~XXX. Status of Contractor..... 35~~

2     ~~XXXI. Term..... 36~~

3     ~~XXXII. Termination..... 36~~

**TABLE OF CONTENTS**

4     ~~**PARAGRAPH**..... **PAGE**~~

5     ~~XXXIII. Third Party Beneficiary..... 38~~

6     ~~XXXIV. Waiver of Default or Breach..... 38~~

7     ~~Signature Page..... 39~~

**EXHIBIT A**

8     ~~I. Common Terms and Definitions..... 1~~

9     ~~II. Budget..... 10~~

10    ~~III. Payments..... 12~~

11    ~~IV. Reports..... 13~~

12    ~~V. Quality Improvement..... 14~~

13    ~~VI. Services..... 15~~

14    ~~VII. Staffing..... 20~~

**EXHIBIT B**

15    ~~I. Business Associate Contract..... 1~~

**EXHIBIT C**

16    ~~I. Personal Information Privacy and Security Contract..... 1~~

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- 1. The Contract's total amount shall not to exceed \$7,089,319.
- 2. The section of the Contract entitled, "REFERENCED CONTRACT PROVISIONS" on page 4, is deleted in its entirety and replaced with the following:

**"REFERENCED CONTRACT PROVISIONS"**

**Term:-** June 1, 2020 through June 30, ~~2023~~2025

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

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

Period Three means the period from July 1, 2022 through June 30, 2023

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

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

**Maximum Obligation:**

_____	Period One Amount Not to Exceed: \$ _____	\$ 1,346,450
_____	Period Two Amount Not to Exceed: _____	\$ 1,421,212
_____	Period Three Amount Not to Exceed: _____	\$ 1,435,057
_____	<u>Period Four Amount Not to Exceed</u>	<u>\$ 1,433,515</u>
_____	<u>Period Five Amount Not to Exceed:</u>	<u>\$ 1,462,085</u>
_____	TOTAL AMOUNT NOT TO EXCEED — <del>\$4,202,719:</del> _____	\$ <u>7,089,319</u>

**Basis for Reimbursement:**— Actual Cost

**Payment Method:**— Monthly in Arrears

**CONTRACTOR DUNS Number:** 01-348-1833

**CONTRACTOR TAX ID Number:** 95-3302967

**Notices to COUNTY and CONTRACTOR:**

COUNTY: \_\_\_\_\_ County of Orange  
 \_\_\_\_\_ Health Care Agency  
 \_\_\_\_\_ Contract Services

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405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

CONTRACTOR: Mental Health Systems, Inc.  
\_\_\_\_\_  
9465 Farnham Street  
\_\_\_\_\_  
San Diego, CA 92123  
\_\_\_\_\_  
Contact Name: James Callaghan, CEO/President  
\_\_\_\_\_  
Contact Email: jcallaghan@mhsinc.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:

1			
2			
3	A. AES	Advanced Encryption Standard	
4	B. ARRA	American Recovery and Reinvestment Act of 2009	
5	C. CAP	Corrective Action Plan	
6	D. CCC	California Civil Code	
7	E. CCR	California Code of Regulations	
8	F. CFR	Code of Federal Regulations	
9	G. CEO	County Executive Office	
10	H. CFR	Code of Federal Regulations	
11	I. CHPP	COUNTY HIPAA Policies and Procedures	
12	J. CHHS	California Health and Human Services Agency	
13	K. CMPPA	Computer Matching and Privacy Protection Act	
14	L. COI	Certificate of Insurance	
15	M. DHCS	California Department of Health Care Services	
16	N. DRS	Designated Record Set	
17	O. E-Mail	Electronic Mail	
18	P. EHR	Electronic Health Records	
19	Q. Ephi	Electronic Protected Health Information	
20	R. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment	
21	S. FFS	Fee For service	
22	T. FIPS	Federal Information Processing Standards	
23	U. FTE	Full Time Equivalents	
24	V. GAAP	Generally Accepted Accounting Principles	
25	W. HCA	County of Orange Health Care Agency	
26	X. HHS	Health and Human Services	
27	Y. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191	
	Z. HITECH Act	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005	
	AA. HSC	California Health and Safety Code	
	AB. IEA	Information Exchange Agreement	
	AC. IRIS	Integrated Records and Information System	
	AD. ISO	Insurance Services Office	
	AE. LPS	Lanterman/Petris/Short (Act)	
	AF. MHP	Mental Health Plan	

1	<del>AG. MHIS</del>	<del>Mental Health Inpatient Services</del>
2	<del>AH. NIST</del>	<del>National Institute of Standards and Technology</del>
3	<del>AI. NPI</del>	<del>National Provider Identifier</del>
4	<del>AJ. NPP</del>	<del>Notice of Privacy Practices</del>
5	<del>AK. NPI</del>	<del>National Provider Identifier</del>
6	<del>AL. OIG</del>	<del>Office of Inspector General</del>
7	<del>AM. OMB</del>	<del>Office of Management and Budget</del>
8	<del>AN. OPM</del>	<del>Federal Office of Personnel Management</del>
9	<del>AO. P&amp;P</del>	<del>Policy and Procedure</del>
10	<del>AP. PC</del>	<del>California Penal Code</del>
11	<del>AQ. PHI</del>	<del>Protected Health Information</del>
12	<del>AR. PH</del>	<del>Personally Identifiable Information</del>
13	<del>AS. PRA</del>	<del>California Public Records Act</del>
14	<del>AT. SIR</del>	<del>Self Insured Retention</del>
15	<del>AU. SNF</del>	<del>Skilled Nursing Facility</del>
16	<del>AV. SSA</del>	<del>Social Services Agency</del>
17	<del>AW. STP</del>	<del>Special Treatment Program</del>
18	<del>AX. TBS</del>	<del>Therapeutic Behavioral Services</del>
19	<del>AY. TRC</del>	<del>Therapeutic Residential Center</del>
20	<del>AZ. UMDAP</del>	<del>Uniform Method of Determining Ability to Pay</del>
21	<del>BA. UOS</del>	<del>Unit of Service</del>
22	<del>BB. USC</del>	<del>United States Code</del>
23	<del>BC. WIC</del>	<del>State of California Welfare and Institutions Code</del>

## ~~H. ALTERATION OF TERMS~~

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

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

## ~~III. ASSIGNMENT OF DEBTS~~

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

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

#### 5 IV. COMPLIANCE

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

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

12 ~~2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own~~  
 13 ~~compliance program, code of conduct and any compliance related policies and procedures.~~  
 14 ~~CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be~~  
 15 ~~verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements~~  
 16 ~~by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.~~  
 17 ~~These elements include:~~

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

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

32 ~~4. If CONTRACTOR elects to have its own compliance program, code of conduct and any~~  
 33 ~~Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR~~  
 34 ~~shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures~~  
 35 ~~to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.~~  
 36 ~~ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable~~



1 ~~time, which shall not exceed forty five (45) calendar days, and determine if contractor's proposed~~  
 2 ~~compliance program and code of conduct contain all required elements to the ADMINISTRATOR's~~  
 3 ~~satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.~~  
 4 ~~ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and~~  
 5 ~~CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's~~  
 6 ~~required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's~~  
 7 ~~determination and resubmit the same for review by the ADMINISTRATOR.~~

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

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

21 ~~1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,~~  
 22 ~~interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items~~  
 23 ~~or services or who perform billing or coding functions on behalf of ADMINISTRATOR.~~  
 24 ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of~~  
 25 ~~ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or~~  
 26 ~~CONTRACTOR's own compliance program, code of conduct and related policies and procedures if~~  
 27 ~~CONTRACTOR has elected to use its own).~~

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

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

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

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

37 ~~#~~

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

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

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

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

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

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

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

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

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

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

1 ~~CONTRACTOR shall provide copies of the certifications.~~

2 ~~— D. SPECIALIZED PROVIDER TRAINING— ADMINISTRATOR shall make Specialized Provider~~  
 3 ~~Training, where appropriate, available to Covered Individuals.~~

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

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

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

11 ~~— 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall~~  
 12 ~~provide copies of the certifications upon request.~~

13 ~~— 5. Each Covered Individual attending a group training shall certify, in writing, attendance at~~  
 14 ~~compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group~~  
 15 ~~setting while CONTRACTOR shall retain the certifications. Upon written request by~~  
 16 ~~ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

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

## 17 V. CONFIDENTIALITY

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

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

25 ~~— 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written~~  
 26 ~~consents for the release of information from all persons served by CONTRACTOR pursuant to this~~  
 27 ~~Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part~~  
 28 ~~2.6, relating to confidentiality of medical information.~~

29 #

30 ~~— 3. In the event of a collaborative service Contract between Mental Health services providers,~~

1 ~~CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,~~  
 2 ~~from the collaborative agency, for clients receiving services through the collaborative Contract.~~

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

#### 8 VI. CONFLICT OF INTEREST

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

#### 15 VII. COST REPORT

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

30 #

31 ~~— 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated~~  
 32 ~~Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to~~

1 ~~impose one or both of the following:~~

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

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

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

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

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

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

33 ~~\_\_\_\_\_ D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of~~  
34 ~~services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the~~  
35 ~~aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference~~  
36 ~~to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the~~  
37 ~~submission of the individual and/or consolidated Cost Report. If such reimbursement is not made by~~

~~CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

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

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

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

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

~~Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"~~

**VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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



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

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

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

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

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

#### **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

~~2. If CONTRACTOR is a for profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a~~

1 ~~change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR~~  
 2 ~~at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or~~  
 3 ~~delegation in derogation of this subparagraph shall be void.~~

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

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

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

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

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

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

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

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

33 #

34 #

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



1 ~~— D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status~~  
 2 ~~with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also~~  
 3 ~~obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against~~  
 4 ~~COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under~~  
 5 ~~the 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 will be required to~~  
 7 ~~provide this information without prompting from COUNTY any time there is a change in~~  
 8 ~~CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an~~  
 9 ~~update to COUNTY of its status in these areas whenever requested by COUNTY.~~

### 8 X. DISPUTE RESOLUTION

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

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

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

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

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

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

1  
2 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

12 **XII. EQUIPMENT**

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

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

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

34 ~~D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with~~  
35 ~~funds paid through this Contract, including date of purchase, purchase price, serial number, model and~~  
36 ~~type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,~~

1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
2 cost, if any.

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

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

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

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

### 15 ~~XIII. FACILITIES, PAYMENTS AND SERVICES~~

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

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

27 3. ~~XIV. Section XIV of the Contract, entitled, "INDEMNIFICATION AND INSURANCE," is  
deleted in its entirety and replaced with the following:~~

### ~~"XIV. INDEMNIFICATION AND INSURANCE~~

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

1 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that  
2 liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

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

19 D. All self-insured retentions (SIRs) shall be clearly stated on the ~~COI~~ Certificate of Insurance. Any  
20 ~~SIRs~~ SIRs in an amount in excess of ~~fifty thousand dollars~~ Fifty Thousand Dollars (\$50,000) shall specifically  
21 be approved by ~~the CEO/Office of County's Risk Management upon review of CONTRACTOR's Manager,~~  
22 or designee. COUNTY reserves the right to require current audited financial ~~report~~ reports from  
23 CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify COUNTY for any  
24 and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity  
25 provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,  
26 and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned <del>or scheduled</del> , non-owned, and hired vehicles <del>(4 passengers or less)</del>	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance <del>occurrence</del> <u>accident or disease</u>	<del>\$1,000,000 per</del>
Network Security & Privacy Liability	<del>\$1,000,000 per claims</del> <u>made</u>
Professional Liability <del>Insurance</del>	\$1,000,000 per claims <u>made</u> \$1,000,000 aggregate
Sexual Misconduct <del>Liability</del>	\$1,000,000 per occurrence

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

#### H. REQUIRED COVERAGE FORMS

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

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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



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

4 ~~—M. CONTRACTOR shall notify COUNTY in writing within~~ provide thirty (30) calendar days prior  
 5 written notice to COUNTY of any policy cancellation or non-renewal and ~~within ten (10) calendar days~~  
 6 ~~for prior written notice where cancellation is due to~~ non-payment of premium and provide a copy of the  
 7 cancellation notice to COUNTY. Failure to provide written notice of cancellation ~~shall may~~ constitute a  
 8 material breach of CONTRACTOR's obligation hereunder and ground for the Contract, upon which  
 9 COUNTY ~~to may~~ suspend or terminate this Contract.

7 #

8 ~~—N. M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions Sexual~~  
 9 Misconduct, and/or Network Security & Privacy Liability are "Claims -Made" policies, policy(ies),  
 10 CONTRACTOR shall agree to ~~maintain coverage for two (2) years the~~ following ~~the completion:~~

11 1. The retroactive date must be shown and must be before the date of the Contract or the  
 12 beginning of the Contract services.

13 2. Insurance must be maintained, and evidence of insurance must be provided, for at least  
 14 three (3) years after expiration or earlier termination of the Contract.

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

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

21 PO. Insurance certificates should be forwarded to the ~~agency/department~~ address listed ~~on the~~  
 22 ~~solicitation in the Referenced Contract Provisions of this Agreement.~~

23 QP. ~~If the Contractor fails to~~ CONTRACTOR does not provide the insurance certificates and  
 24 endorsements within seven (7) calendar days of notification by ~~GEO/Purchasing or the agency/department~~  
 25 ~~purchasing division, award~~ COUNTY, COUNTY may ~~be made to the next qualified vendor~~ immediately  
 26 terminate this Agreement for cause.

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

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

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

3 ~~U. SUBMISSION OF INSURANCE DOCUMENTS~~

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

5 ~~a. Prior to the start date of this Contract.~~

6 ~~b. No later than the expiration date for each policy.~~

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

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

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

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

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

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

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

21 ~~XV. INSPECTIONS AND AUDITS~~

22 ~~A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 23 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 the Comptroller General of the United States, or any other of their authorized representatives, shall to the  
 24 extent permissible under applicable law have access to any books, documents, and records, including but  
 25 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
 26 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a  
 27 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this~~



~~Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.~~

~~4. \_\_\_\_\_ B. \_\_\_\_\_ CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall Exhibit A, page 10 of 22, Section II, entitled, "BUDGET," subparagraph A, of the Contract shall not be effective as of July 1, 2023, and shall be replaced with the following:~~

~~\_\_\_\_\_ "A. CONTRACTOR shall, at a minimum, provide the above mentioned persons adequate office space to conduct such evaluation or monitoring.~~

~~\_\_\_\_\_ C. AUDIT RESPONSE~~

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

~~\_\_\_\_\_ 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,~~

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

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

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

#### XVI. LICENSES AND LAWS

~~\_\_\_\_\_ A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations~~

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

6 ~~— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

13 ~~2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of~~  
 14 ~~the award of this Contract:~~

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

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

20 ~~//~~

21 ~~//~~

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

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

1 ~~1. ARRA of 2009.~~

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

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

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

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

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

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

9 ~~8. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~  
 10 ~~Management.~~

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

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

~~11. WIC, Division 6, Admissions and Judicial Commitments.~~

~~12. WIC, Division 7, Mental Institutions.~~

~~13. HSC, §§1250 et seq., Health Facilities.~~

~~14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~

~~15. CCR, Title 9, Rehabilitative and Developmental Services.~~

~~16. CCR, Title 17, Public Health.~~

~~17. CCR, Title 22, Social Security.~~

~~18. CFR, Title 42, Public Health.~~

~~19. CFR, Title 45, Public Welfare.~~

~~20. USC Title 42, Public Health and Welfare.~~

~~21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.~~

~~22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~

~~23. 42 USC §1857, et seq., Clean Air Act.~~

~~24. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

~~25. 31 USC 7501.70, Federal Single Audit Act of 1984.~~

~~26. Policies and procedures set forth in Mental Health Services Act.~~

~~27. Policies and procedures set forth in DHCS Letters.~~

~~28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

~~29. 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~

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

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

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

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

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

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

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

#### ~~XVIII. MAXIMUM OBLIGATION~~

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

~~//~~

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

#### ~~XIX. MINIMUM WAGE LAWS~~

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

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

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

~~**XX. NONDISCRIMINATION**~~

~~**A. EMPLOYMENT**~~

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

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

~~//~~

~~//~~

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

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

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

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

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

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

- 11 ~~1. Denying a Client or potential Client any service, benefit, or accommodation.~~
- 12 ~~2. Providing any service or benefit to a Client which is different or is provided in a different~~  
 13 ~~manner or at a different time from that provided to other Clients.~~
- 14 ~~3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by~~  
 15 ~~others receiving any service and/or benefit.~~

16 #

17 #

- 18 ~~4. Treating a Client differently from others in satisfying any admission requirement or~~  
 19 ~~condition, or eligibility requirement or condition, which individuals must meet in order to be provided~~  
 20 ~~any service and/or benefit.~~

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

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

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

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

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

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



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

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

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

16 #

### XXI. NOTICES

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

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

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

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

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

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

30 ~~— C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24(1) FTE~~  
 31 ~~shall be equal to an average of forty (40) hours of becoming aware of any occurrence of a serious nature,~~  
 32 ~~which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents,~~  
 33 ~~injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of~~  
 34 ~~CONTRACTOR.~~

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

**XXII. NOTIFICATION OF DEATH**

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

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

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

~~2. WRITTEN NOTIFICATION~~

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

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

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

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

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

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

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

**XXIV. PATIENT'S RIGHTS**

~~A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and~~



1 envelopes readily accessible to Clients to take without having to request it on the unit.

2 ~~— B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an~~  
 3 ~~internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.~~

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

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

12 ~~— C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to~~  
 13 ~~CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX~~  
 14 ~~complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the~~  
 15 ~~grievance, and attempt to resolve the matter.~~

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

## 19 XXV. RECORDS MANAGEMENT AND MAINTENANCE

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

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

26 ~~— 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN~~  
 27 ~~Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was~~  
 28 ~~rendered, and such additional information as ADMINISTRATOR or DHCS may require.~~

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

33 ~~— 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747~~  
 34 ~~through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical~~  
 35 ~~necessity of the service, and the quality of care provided. Records shall be maintained in accordance with~~  
 36 ~~§51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.~~

~~1 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards  
2 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in  
3 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent  
4 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state  
5 regulations and/or COUNTY policies.~~

~~6 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure  
7 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and  
8 implement written record management procedures.~~

~~9 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
10 termination of the contract, unless a longer period is required due to legal proceedings such as litigations  
11 and/or settlement of claims.~~

~~12 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following  
13 discharge of the participant, client and/or patient.~~

~~14 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
15 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
16 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
17 written approval to CONTRACTOR to maintain records in a single location, identified by  
18 CONTRACTOR.~~

~~19 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
20 of, this Contract, within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all  
21 information that is requested by the PRA request.~~

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

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

~~28 2. The enrollment, payment, claims adjudication, and case or medical management record  
29 systems maintained by or for a health plan; or~~

~~30 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.~~

~~31 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
32 with the terms of this Contract and common business practices. If documentation is retained  
33 electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

~~34 1. Have documents readily available within twenty four (24) hour notice of a scheduled audit  
35 or site visit.~~

~~36 2. Provide auditor or other authorized individuals access to documents via a computer terminal.~~

~~37 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if~~

1 requested.

2 ~~— J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~  
 3 ~~security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security~~  
 4 ~~of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or~~  
 5 ~~regulation, and copy ADMINISTRATOR on such notifications.~~

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

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

### 11 ~~XXVI. RESEARCH AND PUBLICATION~~

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

### 15 ~~XXVII. REVENUE~~

16 ~~— A. CLIENT FEES — CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to~~  
 17 ~~Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other~~  
 18 ~~third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,~~  
 19 ~~according to their ability to pay as determined by the State Department of Health Care Services' "Uniform~~  
 20 ~~Method of Determining Ability to Pay" procedure or by any other payment procedure as approved in~~  
 21 ~~advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee~~  
 22 ~~shall not exceed the actual cost of services provided. No Client shall be denied services because of an~~  
 23 ~~inability to pay.~~

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

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

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

### 34 ~~XXVIII. SEVERABILITY~~

35 ~~— If a court of competent jurisdiction declares any provision of this Contract or application thereof to~~

1 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
 2 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
 3 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
 4 force and effect, and to that extent the provisions of this Contract are severable.

### 5 XXIX. SPECIAL PROVISIONS

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

8 ~~1. Making cash payments to intended recipients of services through this Contract.~~

9 ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
 10 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
 11 of appropriated funds to influence certain federal contracting and financial transactions).~~

12 ~~3. Fundraising.~~

13 #

14 ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 15 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
 16 Directors or governing body.~~

17 ~~5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body  
 18 for expenses or services.~~

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

22 ~~7. Paying an individual salary or compensation for services at a rate in excess of the current  
 23 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
 24 may be found at [www.opm.gov](http://www.opm.gov).~~

25 ~~8. Severance pay for separating employees.~~

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

28 ~~10. Supplanting current funding for existing services.~~

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

31 ~~1. Funding travel or training (excluding mileage or parking).~~

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

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

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

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

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

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

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

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

### **XXXI. TERM**

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

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

### **XXXII. TERMINATION**

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

~~B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and~~

1 ~~expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by~~  
 2 ~~ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the~~  
 3 ~~Contract could be terminated.~~

4 ~~— C. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of~~  
 5 ~~any of the following events:~~

6 ~~— 1. The loss by CONTRACTOR of legal capacity.~~

7 ~~— 2. Cessation of services.~~

8 ~~— 3. The delegation or assignment of CONTRACTOR's services, operation or administration to~~  
 9 ~~another entity without the prior written consent of COUNTY.~~

10 ~~— 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty~~  
 11 ~~required pursuant to this Contract.~~

12 ~~— 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this~~  
 13 ~~Contract.~~

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15 ~~— 6. The continued incapacity of any physician or licensed person to perform duties required~~  
 16 ~~pursuant to this Contract.~~

17 ~~— 7. Unethical conduct or malpractice by any physician or licensed person providing services~~  
 18 ~~pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR~~  
 19 ~~removes such physician or licensed person from serving persons treated or assisted pursuant to this~~  
 20 ~~Contract.~~

21 ~~— D. CONTINGENT FUNDING~~

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

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

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

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

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

35 ~~— F. In the event this Contract is terminated CONTRACTOR shall do the following:~~

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



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

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

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

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

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

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

~~#~~

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

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

~~G. COUNTY may terminate this Contract, without cause, upon ninety (90) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.~~

### **XXXIII. THIRD PARTY BENEFICIARY**

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

### **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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

~~MENTAL HEALTH SYSTEMS, INC.~~

~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~

~~TITLE: \_\_\_\_\_~~

~~COUNTY OF ORANGE~~

~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~



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~~HEALTH CARE AGENCY~~

~~APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA~~

~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~

~~DEPUTY~~

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

1 EXHIBIT A  
 2 CONTRACT FOR PROVISION OF  
 3 BEHAVIORAL HEALTH PATIENTS' RIGHTS ADVOCACY SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 MENTAL HEALTH SYSTEMS, INC.  
 8 JUNE 1, 2020 THROUGH JUNE 30, 2023

9 **I. COMMON TERMS AND DEFINITIONS**

10 ~~— A. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.~~

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

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

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

14 ~~— 4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Consumer applications and appeals for State and Federal benefits.~~

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

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

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

1 #

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

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

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

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

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

24 ~~\_\_\_\_\_ 10. Client or Consumer means an individual, referred by COUNTY or enrolled in~~  
 25 ~~CONTRACTOR's program for services under the Contract, who experiences chronic mental illness.~~

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

29 ~~\_\_\_\_\_ 12. CSW means Clinical Social Worker and refers to an individual who meets the minimum~~  
 30 ~~professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of~~  
 31 ~~post-master's clinical experience in a mental health setting.~~

32 ~~\_\_\_\_\_ 13. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates~~  
 33 ~~24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric~~  
 34 ~~crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis~~  
 35 ~~stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient~~  
 36 ~~facility, the CSU may evaluate and treat clients for no longer than 23 hours.~~

37 ~~\_\_\_\_\_ 14. Data Collection System means software designed for collection, tracking and reporting~~

1 ~~outcomes data for Consumers enrolled in the FSP Programs.~~

2 ~~\_\_\_\_\_ a. 3 M's means the Quarterly Assessment Form that is completed for each Consumer every~~  
3 ~~three months in the approved data collection system.~~

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

12 ~~\_\_\_\_\_ c. Data Certification means the process of reviewing State and COUNTY mandated~~  
13 ~~outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data~~  
14 ~~is accurate.~~

15 ~~\_\_\_\_\_ d. KET means Key Event Tracking and refers to the tracking of a Consumer's movement~~  
16 ~~or changes in the approved data collection system. A KET must be completed and entered accurately~~  
17 ~~each time the CONTRACTOR is reporting a change from previous Consumer status in certain categories.~~  
18 ~~These categories include: residential status, employment status, education and benefits establishment.~~

19 ~~\_\_\_\_\_ e. PAF means Partnership Assessment Form and refers to the baseline assessment for each~~  
20 ~~Consumer that must be completed and entered into data collection system within thirty (30) days of the~~  
21 ~~Partnership date.~~

22 ~~\_\_\_\_\_ 15. Diagnosis means the definition of the nature of the Consumer's disorder. When formulating~~  
23 ~~the Diagnosis of Consumer, CONTRACTOR shall use the diagnostic codes and axes as specified in the~~  
24 ~~most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses~~  
25 ~~will be recorded on all IRIS documents, as appropriate.~~

26 ~~\_\_\_\_\_ 16. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends~~  
27 ~~providing Consumer services. DSH credit is obtained for providing mental health, case management,~~  
28 ~~medication support and a crisis intervention service to any Consumer open in IRIS which includes both~~  
29 ~~billable and non billable services.~~

30 ~~\_\_\_\_\_ 17. Engagement means the process by which a trusting relationship between worker and~~  
31 ~~Consumer(s) is established with the goal to link the individual(s) to the appropriate services. Engagement~~  
32 ~~of Consumer(s) is the objective of a successful Outreach.~~

33 ~~\_\_\_\_\_ 18. Face to Face means an encounter between Consumer and provider where they are both~~  
34 ~~physically present.~~

35 ~~#~~

36 ~~#~~

37 ~~\_\_\_\_\_ 19. FSP~~

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

- ~~1) Crisis management;~~
- ~~2) Housing Services;~~
- ~~3) Twenty four (24) hours per day, seven (7) days per week intensive case management;.~~
- ~~4) Community based Wraparound Recovery Services;~~
- ~~5) Vocational and Educational services;~~
- ~~6) Job Coaching/Developing;~~
- ~~7) Consumer employment;~~
- ~~8) Money management/Representative Payee support;~~
- ~~9) Flexible Fund account for immediate needs;~~
- ~~10) Transportation;~~
- ~~11) Illness education and self management;~~

	<u>PERIOD</u> <u>FOUR</u>	<u>PERIOD</u> <u>FIVE</u>	<u>TOTAL</u> <u>(includes Period</u> <u>1 through 3)</u>
<u>ADMINISTRATIVE COST</u>			
<u>Indirect Costs</u>	<u>\$185,895</u>	<u>\$189,600</u>	<u>\$914,270</u>
<u>SUBTOTAL</u>	<u>\$185,895</u>	<u>\$189,600</u>	<u>\$914,270</u>
<u>ADMINISTRATIVE COST</u>			
<u>PROGRAM COST</u>			
<u>Salaries</u>	<u>\$683,738</u>	<u>\$704,881</u>	<u>\$3,220,406</u>

1	<u>Benefits</u>	<u>170,934</u>	<u>176,220</u>	<u>786,927</u>	
2	<u>Services and Supplies</u>	<u>242,948</u>	<u>241,384</u>	<u>1,078,712</u>	<u>Exhibit A, page</u>
3	<u>Subcontractor/Consultant</u>	<u>150,000</u>	<u>150,000</u>	<u>1,050,000</u>	<u>12)</u>
4	<u>Ramp-up Costs</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$48,004</u>	<u>—Medication</u>
5	<u>SUBTOTAL</u>	<u>\$1,247,620</u>	<u>\$1,272,485</u>	<u>\$6,184,049</u>	<u>Support;</u>
6	<u>PROGRAM COST</u>				
7	<u>TOTAL COSTS</u>	<u>\$1,433,515</u>	<u>\$1,462,085</u>	<u>\$7,089,319</u>	<u>—13)</u>
8	<u>REVENUE</u>				<u>—Co-occurring</u>
9	<u>Discretionary (NCC)</u>	<u>\$1,433,515</u>	<u>\$1,462,085</u>	<u>\$7,089,319</u>	<u>Services;</u>
10	<u>TOTAL REVENUE</u>	<u>\$1,433,515</u>	<u>\$1,462,085</u>	<u>\$7,089,319</u>	
11	<u>TOTAL AMOUNT NOT</u>	<u>\$1,433,515</u>	<u>\$1,462,085</u>	<u>\$7,089,319”</u>	<u>—Linkage to</u>
12	<u>TO EXCEED</u>				<u>financial</u>

~~benefits/entitlements;~~

~~15) Family and Peer Support; and~~

~~16) Supportive socialization and meaningful community roles.~~

~~b. Consumer services are focused on Recovery and harm reduction to encourage the highest level of Consumer empowerment and independence achievable. PSC’s will meet with the Consumer in their current community setting and will develop a supportive relationship with the individual served. Substance use disorder treatment will be integrated into services and provided by the Consumer’s team to individuals with a co-occurring disorder.~~

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

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

~~21. Individual Services and Support Funds Flexible Funds (aka Flex Funds) means funds intended for use to provide Consumers and/or their families with immediate assistance, as deemed~~



1 necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are  
 2 generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous  
 3 expenditures that are individualized and appropriate to support Consumer's mental health treatment  
 4 activities.

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

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

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

14 ~~25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
 15 employment opportunities for the Consumers and matching the job to the Consumer's strengths, abilities,  
 16 desires, and goals. This position will also integrate knowledge about career development and job  
 17 preparation to ensure successful job retention and satisfaction of both employer and employee.~~

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

21 ~~27. Member Advisory Board means a member driven board which shall direct the activities,  
 22 provide recommendations for ongoing program development, and create the rules of conduct for the  
 23 program.~~

24 #

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

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

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

~~c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
 Treatment programs, Consumers receive combined treatment for mental illness and substance use  
 disorders from the same practitioner or treatment team.~~

~~1 d. Crisis Intervention means a service, lasting less than twenty four (24) hours, to or on  
2 behalf of a Consumer for a condition which requires more timely response than a regularly scheduled  
3 visit. Service activities may include, but are not limited to, assessment, collateral and therapy.~~

~~4 e. Medication Support Services means those services provided by a licensed physician,  
5 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
6 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
7 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
8 justification and effectiveness for use of the medication, dosage, side effects, compliance and response to  
9 medication, as well as obtaining informed consent, providing medication education and plan development  
10 related to the delivery of the service and/or assessment of the beneficiary.~~

~~11 f. Rehabilitation Service means an activity which includes assistance in improving,  
12 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills, social  
13 and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
14 medication education.~~

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

~~20 h. Therapy means a service activity which is a therapeutic intervention that focuses  
21 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
22 delivered to an individual or group of beneficiaries which may include family therapy in which the  
23 beneficiary is present.~~

~~24 29. Mental Health Worker means an individual that assists in planning, developing and  
25 evaluating mental health services for Consumers; provides liaison between Consumers and service  
26 providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,  
27 counseling, or social work, or has two years of experience providing client related services to Consumers  
experiencing mental health, drug use or alcohol disorders. Education in a behavioral science field such  
as psychology, counseling, or social work may be substituted for up to one year of the experience  
requirement.~~

~~30. MFT means Marriage and Family Therapist and refers to an individual who meets the  
minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.~~

~~31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's  
Degree and four years of experience in a mental health setting and who performs individual and group  
case management studies.~~

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

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

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

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

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

19 ~~37. Outreach means the Outreach to potential Consumers to link them to appropriate Mental~~  
 20 ~~Health Services and may include activities that involve educating the community about the services~~  
 21 ~~offered and requirements for participation in the programs. Such activities should result in the~~  
 22 ~~CONTRACTOR developing their own Consumer referral sources for the programs they offer.~~

23 ~~38. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~  
 24 ~~similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting~~  
 25 ~~paid for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by~~  
 26 ~~his/her own experience.~~

27 ~~39. Pharmacy Benefits Manager means the organization that manages the medication benefits~~  
 28 ~~that are given to Consumers that qualify for medication benefits.~~

29 ~~40. PHI means individually identifiable health information usually transmitted by electronic~~  
 30 ~~media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~  
 31 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~  
 32 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~  
 33 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

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

1 ~~42. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social~~  
 2 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT~~  
 3 ~~Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the~~  
 4 ~~BBS.~~

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

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

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

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

25 ~~47. Psychiatrist means an individual who meets the minimum professional and licensure~~  
 26 ~~requirements set forth in Title 9, CCR, Section 623.~~

27 ~~48. Psychologist means an individual who meets the minimum professional and licensure~~  
 28 ~~requirements set forth in Title 9, CCR, Section 624.~~

29 ~~49. QIC means Quality Improvement Committee and refers to a committee that meets quarterly~~  
 30 ~~to review one percent (1%) of all "high-risk" Medi-Cal Consumers to monitor and evaluate the quality and~~  
 31 ~~appropriateness of services provided. At a minimum, the committee is comprised of one (1)~~  
 32 ~~CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical~~  
 33 ~~care of the cases.~~

34 ~~50. Recovery means a process of change through which individuals improve their health and~~  
 35 ~~wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions~~  
 36 ~~to support Recovery in life:~~

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

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

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

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

~~51. Referral means providing the effective linkage of a Consumer to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has made contact with the referred service.~~

~~52. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be active in supporting and implementing a full-service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Consumer-centered approach.~~

~~53. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.~~

~~54. Token means the security device which allows an individual user to access the COUNTY's computer based IRIS.~~

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~~55. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Consumer liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.~~

~~56. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to Consumers to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.~~

~~57. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.~~

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

**II. BUDGET**

1. ~~\_\_\_\_\_ A. \_\_\_\_\_ COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the \_\_\_\_\_ is deleted in its entirety and replaced with the following budgets, which are set forth for informational purposes only.:~~

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
<b>ADMINISTRATIVE COST</b>				
— Indirect Costs	<u>\$ 168,380</u>	<u>\$ 184,300</u>	<u>\$ 186,095</u>	<u>\$ 538,775</u>
<b>SUBTOTAL</b>	<u>\$ 168,380</u>	<u>\$ 184,300</u>	<u>\$ 186,095</u>	<u>\$ 538,775</u>
<b>ADMINISTRATIVE COSTS</b>				
<b>PROGRAM COST</b>				
— Salaries	<u>\$ 574,545</u>	<u>\$ 626,212</u>	<u>\$ 630,999</u>	<u>\$1,831,756</u>
— Benefits	<u>—112,898</u>	<u>—162,815</u>	<u>—164,060</u>	<u>—439,773</u>
— Services and Supplies	<u>—192,622</u>	<u>—197,855</u>	<u>—203,903</u>	<u>—594,380</u>
— Subcontractor	<u>—250,000</u>	<u>—250,000</u>	<u>—250,000</u>	<u>—750,000</u>
<b>SUBTOTAL</b>	<u>\$1,298,446</u>	<u>\$1,421,212</u>	<u>\$1,248,962</u>	<u>\$3,968,620</u>
<b>PROGRAM COST</b>				
Start-up/Ramp-up Costs	<u>\$ 48,004</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 48,004</u>
<b>TOTAL GROSS COST</b>	<u>\$1,346,450</u>	<u>\$1,421,212</u>	<u>\$ 1,435,057</u>	<u>\$4,202,719</u>
<b>REVENUE</b>				
— NCC/OTHER	<u>\$ 269,290</u>	<u>\$ 284,970</u>	<u>\$287,011</u>	<u>\$ 840,543</u>
— STATE/OTHER	<u>—1,346,450</u>	<u>—1,136,970</u>	<u>—1,148,046</u>	<u>—3,362,176</u>
<b>Total</b>	<u>\$1,346,450</u>	<u>\$1,412,212</u>	<u>\$1,435,057</u>	<u>\$4,202,719</u>
<b>TOTAL MAXIMUM OBLIGATION</b>	<u>\$1,346,450</u>	<u>\$1,421,212</u>	<u>\$1,435,057</u>	<u>\$4,202,719</u>



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

~~C. FINANCIAL RECORDS~~—CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with generally accepted principles of accounting, and Medicare regulations. The Consumer eligibility determination and fee charged to and collected from Consumers, together with a record of all billings rendered and revenues received from any source, on behalf of Consumers treated pursuant to the Contract, must be reflected in CONTRACTOR’s financial records.

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

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**III. PAYMENTS**

~~“A. COUNTY shall pay~~ CONTRACTOR monthly, in arrears, at the provisional amount of \$112,204 for Period One, \$118,435 for Period Two, ~~and~~ \$119,588 for Period Three, \$119,460 for Period Four, and \$121,840 for Period Five. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed the Maximum Obligation as noted in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the ~~Agreement~~Contract.

1 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
2 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

3 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the  
4 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may  
5 reduce ~~COUNTY~~ payments to CONTRACTOR by an amount not to exceed the  
6 difference between the year-to-date provisional amount payments to ~~CONTRACTOR’s~~ CONTRACTOR  
7 and the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

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

**IV. REPORTS**

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

~~B. FISCAL~~

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports and Invoices to  
ADMINISTRATOR. These reports will be on forms acceptable to, or provided by, ADMINISTRATOR  
and will report actual costs and revenues for CONTRACTOR's program described in the Services~~

~~Paragraph of this Exhibit A to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.~~

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

~~C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.~~

~~D. PROGRAMMATIC~~

~~1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as determined, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified.~~

~~2. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.~~

~~3. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Consumers, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse incident in the form of a Special Incident Report (SIR).~~

~~4. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Consumer-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.~~

~~E. ADDITIONAL REPORTS Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information~~

1 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

2 ~~— F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports~~  
3 ~~Paragraph of this Exhibit A to the Contract.~~

4 ~~**V. QUALITY IMPROVEMENT**~~

5 ~~— A. CONTRACTOR shall agree to adopt and comply with all applicable provisions of the COUNTY's~~  
6 ~~BHS and P&P Manual.~~

7 ~~— B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed by~~  
8 ~~ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal,~~  
9 ~~state, and local guidelines and standards.~~

10 ~~— C. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR~~  
11 ~~Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR.~~

12 ~~— D. CONTRACTOR shall maintain all requested and required written policies, and provide to~~  
13 ~~ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and~~  
14 ~~program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not~~  
15 ~~limited to, the following:~~

16 ~~— E. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited to~~  
17 ~~Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual issues and~~  
18 ~~performance.~~

19 ~~— F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct~~  
20 ~~research activity on individuals seen in COUNTY services without obtaining prior written authorization~~  
21 ~~from ADMINISTRATOR.~~

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

27 ~~— H. PROGRAM MANAGER— The Program Manager will have ultimate responsibility for the~~  
28 ~~program and will ensure the following:~~

29 ~~— I. PERFORMANCE OUTCOMES: CONTRACTOR shall be required to achieve performance~~  
30 ~~objectives, tracking and reporting statistics in monthly programmatic reports, as appropriate.~~  
31 ~~ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the~~  
32 ~~objective, and, therefore, revisions may be implemented by mutual Contract between CONTRACTOR and~~  
33 ~~ADMINISTRATOR.~~

34 ~~— K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Quality~~  
35 ~~Improvement Paragraph of this Exhibit A to the Contract.~~

36 ~~**VI. SERVICES**~~

~~A. FACILITY CONTRACTOR shall maintain a facility which meets the minimum requirements. The Patients' Rights Advocate Services program is primarily a field based program and should have a centralized location for the advocates to be based from and for the clerical functions to be completed. It is expected that office furnishings and resources would be shared amongst the advocates for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR.~~

~~600 West Santa Ana Blvd.~~

~~Suite xxx~~

~~Santa Ana, CA 92704~~

- ~~1. Each facility shall meet the following standards:~~
  - ~~a. Have accessible parking for Consumers, including spaces for persons with disabilities.~~
  - ~~b. Be in a location that is readily accessible by public transportation and accessible to persons with disabilities.~~
  - ~~c. Maintain regularly scheduled service hours five days per week. CONTRACTOR shall operate during the hours and days which are most accessible to Consumers, which shall include evenings and/or weekends, subject to written approval by ADMINISTRATOR.~~
  - ~~d. Maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved in advance by the ADMINISTRATOR. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.~~

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~~B. PROGRAM:~~

- ~~1. CONTRACTOR shall provide Behavioral Health Patients' Rights Advocacy Services focused on the protection of the rights of persons with mental illness.~~
- ~~2. CONTRACTOR shall act as the County Patients' Advocate designated by the local Behavioral Health Director with the duties and responsibilities as stated in the WIC, Sections 5520-5523.~~
- ~~3. CONTRACTOR shall collaborate and act as a positive catalyst between clients, Behavioral Health Services programs and providers and shall provide consultation, as needed, to the Behavioral Health Director or their designee on issues involving the protection of rights for persons with mental illness.~~

~~C. INDIVIDUALS TO BE SERVED~~

- ~~1. CONTRACTOR shall provide the services herein to adults, older adults, transitional age~~

1 youth, children, and youth recipients of mental health services in the County consistent with regulations.  
~~2. . CONTRACTOR shall provide training and education services on a system-wide basis to~~  
~~2 County and County-contracted BHS treatment providers which includes twenty-four (24) hour (inpatient~~  
~~3 or residential facility) and outpatient service components. Twenty-four (24) hour services includes in-~~  
~~4 County, LPS designated and non-designated hospitals, correctional facilities, mental health rehabilitation~~  
~~5 centers, crisis residential centers, therapeutic residential centers (Skilled Nursing Facilities with Special~~  
~~6 Treatment Programs designed for persons with serious mental illness), therapeutic adult residential for~~  
~~facilities for persons with mental health and substance use disorders (e.g. board & cares, elderly~~  
~~residential facilities, etc.) and semi-supervised living facilities. Outpatient services includes all other in-~~  
~~County, County-funded behavioral health treatment services provided in community settings, correctional~~  
~~facilities and crisis stabilization programs.)~~

7 ~~D. PROGRAM SERVICES~~

8 ~~1. CONTRACTOR shall provide Mental Health Systems (MHS) shall provide Behavioral Health~~  
~~9 Patients' Rights Advocacy Services focused on the protection of the rights of persons with mental illness~~  
~~10 as mandated by the WIC, California Code for Regulations (CCR), Title 9 and Title 22, CFR Title 42, Part~~  
~~438. Advocacy Services will include provider and patient training and education, and investigating and~~  
~~11 responding to client complaint/grievance about inpatient and outpatient mental health services, licensed~~  
~~board and cares, unlicensed residential facilities, and County Jail.~~

12 ~~2. CONTRACTOR shall provide monitoring of applicable mental health facilities. Trainings shall~~  
~~13 include information about the laws and policies governing patient's rights and the responsibility for~~  
~~reporting, investigating and resolving violations at the lowest level in in the timeliest manner possible.~~

14 ~~3. CONTRACTOR shall work collaboratively with the Behavioral Health Authority and Quality~~  
~~15 Improvement Services (AQIS) on all Medi-Cal beneficiary complaints/grievances received and to~~  
~~determine follow-up and investigation into complaints.~~

16 #

17 ~~4. CONTRACTOR shall provide Training and Education:~~

18 ~~a. Training to mental health providers about patients' rights, laws, regulations and policies~~  
~~19 consistent with regulation (WIC Section 5520 [b], Title 9 CCR Section 863.2).~~

20 ~~b. Develop and implement a county approved Education and Training Plan for twenty-four~~  
~~21 (24) hour (inpatient and residential) and outpatient BHS treatment programs within sixty (60) days of the~~  
~~22 execution of the contract.~~

23 ~~1) Secure County approval of all materials to be distributed,~~

24 ~~2) Submission of finalized Plan required within sixty (60) days of contract start, and~~

25 ~~3) Submission of the Education and Training Plan annually within the first thirty (30)~~  
~~26 days of each new fiscal year.~~

27 ~~c. The Training Plan shall include, but not be limited to:~~

~~1) Target audiences including specifying target number of presentations,~~

~~2) Training content,~~

~~3) Distribution Plan for materials, and~~



~~4) Monitoring, evaluation and reporting of the Plan's effectiveness.~~

~~d. Training shall include information about the laws and policies governing patient's rights and the responsibility for reporting, investigating and resolving patient's right violations at the lowest level and in the timeliest manner possible.~~

~~e. The preference is for CONTRACTOR to provide Continuing Education Units (CEUs) for individuals completing the training.~~

~~f. Develop and distribute County approved training materials on patients' rights and the County's Beneficiary and Client Problem Resolution policy to provider staff system wide.~~

~~g. Develop and distribute County approved written training materials on patients' rights to clients receiving inpatient/outpatient/residential services, their family and other members of the community.~~

~~5. CONTRACTOR shall provide Client Complaint/Grievance/Appeal Receipt and Investigation:~~

~~a. Provide a system to receive, investigate and resolve complaints/grievances from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of guaranteed rights consistent with all applicable Federal, State and County rules and regulations including Title 9, 42 CFR, Part 438, Title 22 and the current Beneficiary and Client Problem Resolution Process.~~

~~b. Shall obtain signed authorization to access confidential information pursuant to an investigation on behalf of clients.~~

~~c. Shall assist clients in understanding their rights and responsibilities in accessing and receiving services, in navigating the complaints/grievances/appeal processes, and in exercising self-direction and independence in resolving complaints/grievances/appeals. Selected proposer shall inform all clients of their options for grievance/appeal resolution including the option for Medi-Cal clients to request a State Fair Hearing in accordance with State regulations.~~

~~d. Shall notify Authority & Quality Improvement Services (AQIS) of all Medi-Cal Beneficiary complaints/grievances received. Selected proposer shall create complaint/grievance resolution letters which shall be forwarded to AQIS or their designee for review, and AQIS will send out the final resolution letter.~~

~~e. Shall work with AQIS collaboratively to determine who will follow up and investigate complaints/grievances. Selected proposer shall follow up on all non Medi-Cal complaints/grievances.~~

~~f. Shall maintain a separate log detailing all complaints/grievances received from client and/or family member/support system. For Medi-Cal Beneficiaries, selected proposer shall use a Mental Health Plan (MHP) complaints/grievance log format approved by AQIS which adheres to data elements required by applicable regulations.~~

~~g. Shall log all exempt complaints/grievances according to the categories established by the California Department of Health Care Services (DHCS). Exempt complaints/grievances shall be reported quarterly with an annual report at the end of the fiscal year.~~

~~h. Shall maintain complaints/grievance case files which shall include but not be limited to the following:~~

- ~~1) Classification of complaint/grievance (Complaint/Grievance, Appeal, Expedited Appeal),~~
- ~~2) Type of Grievance (Access, Quality of Care, Denial of Rights, Misc.),~~
- ~~3) Dates case opened and closed,~~
- ~~4) Log of notes from interactions with clients or their representatives,~~
- ~~5) Copies of all correspondence and supporting documents (i.e. medical records) related to the case including contacts with County and facility staff to address the issues,~~
- ~~6) Results of case investigation,~~
- ~~7) Referral(s) provided,~~
- ~~8) Follow up with consumer on results of referrals (predicated on caller giving the selected proposer permission to call them back),~~
- ~~9) Copies of letters to client, provider, and County BHS Quality Management on the outcome and closure of the case, and~~
- ~~10) A signed release of information (Authorized Representative Form) on file as required.~~

~~6. CONTRACTOR shall provide monitoring of mental health facilities, services and programs:~~

~~a. Shall monitor mental health facilities, services and programs for compliance with patients' rights laws, regulations and policies (WIC Section 5520 [b], Title 9 CCR Section 863.2).~~

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~~b. Shall monitor facilities for the presence of mandated state-published handouts and posters regarding Title 9 inpatients' rights to help assure that clients are informed of their rights including the right to contact the Advocates and the California Office of Patients' Rights (WIC Section 5520 [d], Title 9 California CCR Section 863.2).~~

~~c. Shall provide a minimum of one (1) on-site visit to the twenty-four (24) hour (inpatient or residential facility) facilities per month.~~

~~d. Shall review and monitor records for Denial of Rights, Electroconvulsive Therapy (ECT), Temporary Conservatorship/Conservatorship and Seclusion/Restraint and Involuntary Detention for compliance with statutory and regulatory patients' rights provisions.~~

~~e. Shall provide consultation and advice to AQIS regarding patients' rights aspects of initial and re-designation audits for LPS designated facilities.~~

~~f. Shall make available a regularly maintained web site which, at a minimum, shall describe selected proposer's services and hours of service and include County approved patients' rights information. The website shall be user friendly and meet disability access standards.~~

~~E. PERFORMANCE/OUTCOMES performance objectives, tracking and reporting statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the objective, and, therefore, revisions may be implemented by mutual Contract between CONTRACTOR and ADMINISTRATOR. shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR~~

1 ~~1. CONTRACTOR shall monitor at a minimum the following:~~

2 ~~a. One on site visit to the 24 hour facilities (inpatient and residential) per month.~~

3 ~~b. Face to face visit with the patient within one week to County 24 hour (inpatient and residential) facilities from which a patients' rights complaints/grievance is received.~~

4 ~~c. Provide training and education about mental health law and patients' rights to mental health providers and patients.~~

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

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15 ~~**VII. STAFFING**~~

16 ~~2. Exhibit A, page 20 of 22, Section VII, entitled, "STAFFING," subparagraph A, of the Contract is deleted in its entirety and replaced with the following:~~

17  
18 ~~"A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.~~

20 DIRECT PROGRAM

21 Program Manager 1.00

22 Administrative Assistant 1.00

23 Data Analyst 1.00

24 Patients' Rights Advocate 6.00

25 Vice President Clinical 0.35

26 Program Finance Analyst 0.07

27 SUBTOTAL PROGRAM 9.42

## SUBCONTRACTOR

Consultant-Attorney

0.4829

SUBTOTAL SUBCONTRACTOR

0.4829

TOTAL FTE

9.9071"

~~B. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are performed in an efficient manner.~~

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

~~D. CONTRACTOR shall employ:~~

~~1. Program Manager/Director to manage daily operations, supervise, and direct the work of Patients' Rights Advocates. CONTRACTOR shall obtain approval from County regarding the qualification of the Program Manager/Director prior to hiring; if candidate falls out proposed job description.~~

~~#~~

~~2. Supervisory staffing resource for the Advocates who has comprehensive knowledge of the laws and regulations regarding patients' rights, the applicable WIG sections relating to involuntary hospitalization and the due process requirements, the role of the Hearing Advocate in the PCHs and ICR and how to assist patients with filing a Writ of Habeas Corpus (if the patient elects not to have a PCH). This position does not need to be licensed if they have sufficient expertise and experience.~~

~~4. Office Administration/Assistant to support the program for clerical, telephone, data collection, administrative support, reporting, filing, etc.~~

~~5. Consultant/Attorney who shall provide legal oversight, consultation, representation, and guidance in order to work within the means of the laws, regulations and policies that govern patients' rights.~~

~~E. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to Amendment No. 1 modifies the Contract, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable \_\_\_\_\_ licenses, \_\_\_\_\_ waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations~~

1 ~~justifying pay increases.~~

2 ~~— F. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.~~

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

4 ~~— H. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.~~

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

6 ~~— J. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual Compliance Training.~~

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

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

9 ~~— M. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as specified in their respective job descriptions or work contracts. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided~~

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

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~~EXHIBIT B~~  
~~CONTRACT FOR PROVISION OF~~  
~~BEHAVIORAL HEALTH PATIENTS' RIGHTS ADVOCACY SERVICES~~  
~~BETWEEN~~  
~~COUNTY OF ORANGE~~  
~~AND~~  
~~MENTAL HEALTH SYSTEMS, INC.~~  
~~JUNE 1, 2020 THROUGH JUNE 30, 2023~~

~~**I. BUSINESS ASSOCIATE CONTRACT**~~

~~A. GENERAL PROVISIONS AND RECITALS~~

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

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

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

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

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

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

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

4 ~~B. DEFINITIONS~~

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

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

10 ~~a. Breach excludes:~~

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

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

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

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

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

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

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

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

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

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

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

~~6. "Health Care Operations" shall have the meaning given to such term under the HIPAA~~

1 ~~Privacy Rule in 45 CFR § 164.501.~~

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

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

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

10 ~~10. “PHI” shall have the meaning given to such term under the HIPAA regulations in~~  
 11 ~~45 CFR § 160.103.~~

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

14 ~~12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.~~

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

20 ~~14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of ePHI at~~  
 21 ~~45 CFR Part 160, Part 162, and Part 164, Subparts A and C.~~

22 ~~15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in~~  
 23 ~~45 CFR § 160.103.~~

24 ~~16. “Technical safeguards” means the technology and the P&Ps for its use that protect electronic~~  
 25 ~~PHI and control access to it.~~

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

29 ~~18. “Use” shall have the meaning given to such term under the HIPAA regulations in~~  
 30 ~~45 CFR § 160.103.~~

31 ~~C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE~~

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

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

1 ~~other than as provided for by this Business Associate Contract.~~

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

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

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

12 ~~6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or~~  
 13 ~~transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conflict in the terms or~~  
 14 ~~conditions that apply through between this Business Associate Amendment No. 1 and the Contract to~~  
 15 ~~CONTRACTOR with respect to such information.~~

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

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

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

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

35 ~~11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in~~  
 36 ~~a time and manner to be determined by COUNTY, that information collected in accordance with the~~  
 37 ~~Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of~~

1 ~~Disclosures of PHI in accordance with 45 CFR § 164.528.~~

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

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

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

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

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

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

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

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

~~D. SECURITY RULE~~

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

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

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

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

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

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

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

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

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



~~E. DATA SECURITY REQUIREMENTS~~

~~1. Personal Controls~~

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

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

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

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

~~2. Technical Security Controls~~

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

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



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

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

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

16 ~~\_\_\_\_\_ f. Patch Management. All workstations, laptops and other systems that process and/or store~~  
17 ~~PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits~~  
18 ~~on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There~~  
19 ~~must be a documented patch management process which determines installation timeframe based on risk~~  
20 ~~assessment and vendor recommendations. At a maximum, all applicable patches must be installed within~~  
21 ~~thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational~~  
22 ~~reasons must have compensatory controls implemented to 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 characters~~  
28 ~~and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.~~  
29 ~~Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be~~  
30 ~~changed if revealed or compromised. Passwords must be composed of characters from at least three (3)~~  
31 ~~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 may~~  
 2 ~~also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require~~  
 3 ~~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 identify~~  
 14 ~~the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or~~  
 15 ~~CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such~~  
 16 ~~PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must~~  
 17 ~~be read only, and must be restricted to authorized users. If such PHI is stored in a database, database~~  
 18 ~~logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after~~  
 19 ~~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 website~~  
 28 ~~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 assurance~~

1 ~~that administrative, physical, and technical controls are functioning effectively and providing adequate~~  
2 ~~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 circumstance~~  
15 ~~or situation that causes normal computer operations to become unavailable for use in performing the work~~  
16 ~~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 schedule~~  
19 ~~for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount~~  
20 ~~of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly~~  
21 ~~full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the~~  
22 ~~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 unattended~~  
26 ~~at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that~~  
27 ~~information is not being observed by an employee authorized to access the information. Such PHI in~~  
28 ~~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 CONTRACTOR~~  
31 ~~or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be~~  
32 ~~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 #

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~~1 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
2 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
3 of the CONTRACTOR except with express written permission of COUNTY.~~

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

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

~~16 F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

~~4 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
5 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;~~

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

~~10 1) A brief description of what happened, including the date of the Breach and the date  
11 of the discovery of the Breach, if known;~~

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

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

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

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

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

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

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

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

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

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

#### ~~G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

~~1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in~~

~~#~~

~~the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by~~



1 ~~COUNTY except for the specific Uses and Disclosures set forth below:~~

2 ~~\_\_\_\_\_ a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for~~  
~~the proper management and administration of CONTRACTOR.~~

3 ~~\_\_\_\_\_ b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the~~  
~~proper management and administration of CONTRACTOR or to carry out the legal responsibilities of~~  
~~CONTRACTOR, if:~~

5 ~~\_\_\_\_\_ 1) The Disclosure is required by law; or~~

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

9 ~~\_\_\_\_\_ c. CONTRACTOR may use or further disclose PHI COUNTY discloses to~~  
~~CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of~~  
~~CONTRACTOR.~~

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

13 ~~\_\_\_\_\_ 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR~~  
~~consistent with the minimum necessary P&Ps of COUNTY.~~

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

16 ~~H. PROHIBITED USES AND DISCLOSURES~~

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

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

23 ~~I. OBLIGATIONS OF COUNTY~~

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

26 ~~#~~

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

~~CONTRACTOR's Use or Disclosure of PHI.~~

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

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

~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

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

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

~~#~~  
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~~EXHIBIT C~~  
~~CONTRACT FOR PROVISION OF~~  
~~BEHAVIORAL HEALTH PATIENTS' RIGHTS ADVOCACY SERVICES~~

~~BETWEEN~~  
~~COUNTY OF ORANGE~~  
~~AND~~  
~~MENTAL HEALTH SYSTEMS, INC.~~  
~~JUNE 1, 2020 THROUGH JUNE 30, 2023~~

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

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

~~— A. DEFINITIONS~~

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

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

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

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

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

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

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

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

~~1. \_\_\_\_\_ 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of~~

1 ~~law. This includes, but is not limited to, court orders and court ordered warrants,~~  
2 ~~subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector~~  
3 ~~general, or an administrative body authorized to require the production of information, and~~  
4 ~~a civil or an authorized investigative demand. It also includes Medicare of this Amendment~~  
5 ~~No. 1 prevail. In all other respects, the terms and conditions of participation with respect~~  
6 ~~to health care providers participating in the program, and statutes or~~  
7 ~~#the Contract, remain in full force and effect.~~

8 **SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Mental Health Systems, Inc.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

William Norsetter

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

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

~~10. "Security Incident" means the attempted or successful unauthorized access, use,~~

1 ~~disclosure, modification, or destruction of PI, or confidential data utilized in complying with this~~  
2 ~~Contract; or interference with system operations in an information system that processes,~~  
3 ~~maintains or stores PI.~~

4 ~~———— B. TERMS OF CONTRACT~~

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

10 ~~———— 2. Responsibilities of CONTRACTOR~~

11 ~~CONTRACTOR agrees:~~

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

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

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

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

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

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

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

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

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

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

~~h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of~~

1 ~~unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of~~  
2 ~~any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph~~  
3 ~~F, of the Business Associate Contract, Exhibit B to the Contract.~~

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

8 #

9 #

10 #

11 #

12 Mark Servino

13 Print Name

14 Title

15 Signature

16 Date