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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2022 through June 30, 2023

**Aggregate Amount Not To Exceed:** \$2,907,225

**Basis for Reimbursement:** Fee-for-Service

**Payment Method:** Monthly In Arrears

**CONTRACTOR DUNS Number:** 14-205-3357

**CONTRACTOR TAX ID Number:** 33-0895182

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** QUALITY CARE PLUS, INC.  
1652 W. Broadway  
Anaheim, CA 92802  
Marjan Arastoo  
Marastoo0@gmail.com

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2

**I. ACRONYMS**

3

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

4

5

A. ARRA American Recovery and Reinvestment Act

6

B. AES Advanced Encryption Standard

7

C. ASRS Alcohol and Drug Programs Reporting System

8

D. BCP Business Continuity Plan

9

E. CCC California Civil Code

10

F. CCR California Code of Regulations

11

G. CD/DVD Compact Disc/Digital Video or Versatile Disc

12

H. CEO County Executive Office

13

I. CFR Code of Federal Regulations

14

J. CHHS California Health and Human Services Agency

15

K. CHPP COUNTY HIPAA Policies and Procedures

16

L. CHS Correctional Health Services

17

M. CIPA California Information Practices Act

18

N. CMPPA Computer Matching and Privacy Protection Act

19

O. COI Certificate of Insurance

20

P. D/MC Drug/Medi-Cal

21

Q. DHCS Department of Health Care Services

22

R. DoD US Department of Defense

23

S. DPFS Drug Program Fiscal Systems

24

T. DRP Disaster Recovery Plan

25

U. DRS Designated Record Set

26

V. E-Mail Electronic Mail

27

W. EHR Electronic Health Records

28

X. ePHI Electronic Protected Health Information

29

Y. FIPS Federal Information Processing Standards

30

Z. GAAP Generally Accepted Accounting Principles

31

AA. HCA Health Care Agency

32

AB. HHS Health and Human Services

33

AC. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

34

35

AD. HSC California Health and Safety Code

36

AE. ID Identification

37

AF. IEA Information Exchange Agreement

1	AG. ISO	Insurance Services Office
2	AH. MHP	Mental Health Plan
3	AI. NIST	National Institute of Standards and Technology
4	AJ. OCJS	Orange County Jail System
5	AK. OCPD	Orange County Probation Department
6	AL. OCR	Office for Civil Rights
7	AM. OCSD	Orange County Sheriff's Department
8	AN. OIG	Office of Inspector General
9	AO. OMB	Office of Management and Budget
10	AP. OPM	Federal Office of Personnel Management
11	AQ. PA DSS	Payment Application Data Security Standard
12	AR. PC	State of California Penal Code
13	AS. PCI DSS	Payment Card Industry Data Security Standard
14	AT. PHI	Protected Health Information
15	AU. PI	Personal Information
16	AV. PII	Personally Identifiable Information
17	AW. PRA	Public Record Act
18	AX. SIR	Self-Insured Retention
19	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health
20		Act, Public Law 111-005
21	AZ. USC	United States Code
22	BA. WIC	State of California Welfare and Institutions Code

## 23

## 24 **II. ALTERATION OF TERMS**

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

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

## 32

## 33 **III. ASSIGNMENT OF DEBTS**

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

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

#### 4 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  
15 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
16 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV  
17 (COMPLIANCE). 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, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
28 calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall  
29 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

30 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
31 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
32 shall submit a copy of its compliance Program, Code of Conduct and all relevant policies and procedures  
33 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
34 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
35 reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
36 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
37 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of

1 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
2 CONTRACTOR shall revise its compliance program and code of conduct to meet  
3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
4 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

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

10 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
11 retained to provide services related to this Agreement semi-annually to ensure that they are not  
12 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against  
13 the General Services Administration's Excluded Parties List System or System for Award Management,  
14 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and  
15 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as  
16 identified by ADMINISTRATOR.

17 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
18 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health  
19 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
20 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,  
21 subcontractors, agents, and other persons who are not reasonably expected to work more than one  
22 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at  
23 the point when they work more than one hundred sixty (160) hours during the calendar year.  
24 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement 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  
30 federal 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 Agreement.

37 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-



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

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

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

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

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

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

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

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

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

35 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
36 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
37 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  
3 Provider 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 Agreement.

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

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

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

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

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

## 21 **V. CONFIDENTIALITY**

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

25 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
26 Agreement are clients of the Orange County Mental Health services system, and therefore it may be  
27 necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information  
28 regarding specific Clients with COUNTY or other providers of related services contracting with  
29 COUNTY.

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

34 3. In the event of a collaborative service agreement between Mental Health services providers,  
35 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
36 from the collaborative agency, for Clients receiving services through the collaborative agreement.  
37

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

## 8 9 **VI. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

35  
36           "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
37 supporting documentation prepared by \_\_\_\_\_ for the cost report period

1 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
 2 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
 3 allowable and directly or indirectly related to the services provided and that this Cost  
 4 Report is a true, correct, and complete statement from the books and records of  
 5 (provider name) in accordance with applicable instructions, except as noted. I also  
 6 hereby certify that I have the authority to execute the accompanying Cost Report.

7  
 8 Signed \_\_\_\_\_  
 9 Name \_\_\_\_\_  
 10 Title \_\_\_\_\_  
 11 Date \_\_\_\_\_"

12  
 13 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

14 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

1  
2 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

35 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
36 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
37 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity

1 under subcontract, and include any provisions that ADMINISTRATOR may require.

2 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
3 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract  
4 subsequently fails to meet the requirements of this Agreement or any provisions that  
5 ADMINISTRATOR has required.

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

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

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

### 13 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

14  
15 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
16 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
17 consultants performing work under this Agreement meet the citizenship or alien status requirements set  
18 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors,  
19 and consultants performing work hereunder, all verification and other documentation of employment  
20 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
21 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may  
22 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees,  
23 subcontractors, and consultants for the period prescribed by the law.

### 24 **X. EQUIPMENT**

25  
26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
28 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
29 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
30 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
31 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
32 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI  
33 or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
36 depreciated according to GAAP.

37 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any

1 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
2 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
3 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
4 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
5 purchased asset in an Equipment inventory.

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

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

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

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

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

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

## 28 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed  
36 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount  
37



1 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an  
2 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to  
3 provide services, staffing, facilities or supplies.

## 4 5 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

14 F. QUALIFIED INSURER

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

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

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

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

21 H. REQUIRED COVERAGE FORMS

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

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

26 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

13 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy  
14 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the  
15 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
16 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this  
17 Agreement.

18 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
19 "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
20 the completion of the Agreement.

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

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

27 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
28 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
29 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
30 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
31 Agreement by COUNTY.

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

35 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

13 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
14 COI or endorsement for each business day, pursuant to any and all agreements between COUNTY and  
15 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
16 provisions stipulated in this Agreement 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  
21 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

### 22 **XIII. INSPECTIONS AND AUDITS**

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

33 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
34 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
35 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
36 evaluation or monitoring.  
37

1 C. AUDIT RESPONSE

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

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

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

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

23  
24 **XIV. LICENSES AND LAWS**

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

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

- 36 1. ARRA of 2009.  
37 2. WIC, Division 5, Community Mental Health Services.

3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
15. 42 USC §1857, et seq., Clean Air Act.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
17. 31 USC 7501.70, Federal Single Audit Act of 1984.
18. Policies and procedures set forth in Mental Health Services Act.
19. Policies and procedures set forth in DHCS Letters.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 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.

#### **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all

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

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

#### 8 9 **XVI. AMOUNT NOT TO EXCEED**

10 A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this  
11 Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for  
12 in Subparagraph B. below.

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

#### 15 16 **XVII. MINIMUM WAGE LAWS**

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

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

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

#### 31 32 **XVIII. NONDISCRIMINATION**

##### 33 **A. EMPLOYMENT**

34 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
35 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
36 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
37 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual



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

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

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

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

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

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

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

1 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
2 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
3 or more of the factors identified above:

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

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

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

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

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

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

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

35 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
36 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
37 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
2 enforce rights secured by federal or state law.

3 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
4 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR  
5 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.  
6

### 7 **XIX. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

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

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

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

25 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
26 ADMINISTRATOR.  
27

### 28 **XX. NOTIFICATION OF DEATH**

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

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

34 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
35 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
36 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
37 purposes of computing the time within which to give telephone notice and, notwithstanding the time

1 limit herein specified, notice need only be given during normal business hours.

2 2. WRITTEN NOTIFICATION

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

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

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

14  
15 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23  
24 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

36 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
37 commencement of the Agreement, unless a longer period is required due to legal proceedings such as

1 | litigations and/or settlement of claims.

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

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

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

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

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

13 | G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
14 | with the terms of this Agreement and common business practices. If documentation is retained  
15 | electronically, CONTRACTOR shall, in the event of an audit or site visit:

16 | 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
17 | site visit.

18 | 2. Provide auditor or other authorized individuals access to documents via a computer  
19 | terminal.

20 | 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
21 | requested.

22 | H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
23 | security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
24 | email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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

32 | **XXIII. RESEARCH AND PUBLICATION**

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

**XXIV. REVENUE**

1  
2 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
3 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
4 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,  
5 according to their ability to pay as determined by the State Department of Health Care Services’  
6 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment  
7 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title  
8 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.  
9 No Client shall be denied services because of an inability to pay.

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

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

20 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
21 persons other than individuals or groups eligible for services pursuant to this Agreement.  
22

**XXV. SEVERABILITY**

23  
24 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
25 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
26 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
27 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
28 in full force and effect, and to that extent the provisions of this Agreement are severable.  
29

**XXVI. SPECIAL PROVISIONS**

30  
31 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
32 purposes:

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

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

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

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

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

11 //

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

### 31 32 **XXVII. STATUS OF CONTRACTOR**

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

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

#### 7 8 **XXVIII. TERM**

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

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

#### 18 19 **XXIX. TERMINATION**

20 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days'  
21 written notice given the other party.

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

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

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



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

5 D. CONTINGENT FUNDING

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

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

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

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

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

19 F. In the event this Agreement is terminated by either party, CONTRACTOR shall do the  
20 following:

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

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

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

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

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

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the  
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,  
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
3 arising out of such cancellation of commitment which shall be subject to written approval of  
4 ADMINISTRATOR.

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

9 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
10 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

11  
12 **XXX. THIRD PARTY BENEFICIARY**

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

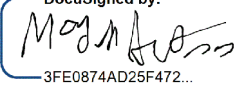
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17 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 **QUALITY CARE PLUS, INC.**

5 BY  \_\_\_\_\_  
6 DocuSigned by:  
3FE0874AD25F472...

DATED: 4/21/2022 \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

11  
12 TITLE: \_\_\_\_\_

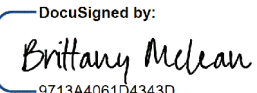
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17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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

27  
28 BY  \_\_\_\_\_  
29 DocuSigned by:  
9713A4061D4343D...  
30 DEPUTY

DATED: 4/21/2022 \_\_\_\_\_

31  
32  
33  
34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA.

1 EXHIBIT A  
 2 TO CONTRACT FOR PROVISION OF  
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 QUALITY CARE PLUS, INC.  
 9 JULY 1, 2022 THROUGH JUNE 30, 2023

10  
11 **I. IDENTIFICATION OF SERVICES**

12 CONTRACTOR agrees to provide the following Mental Health Rehabilitation Services pursuant to  
13 the terms and conditions specified in the Agreement. CONTRACTOR and COUNTY may mutually  
14 agree, in writing, to add or delete services to be provided by CONTRACTOR.

15  
16  
17 Mental Health Residential  
18 Rehabilitation Services as specified in  
19 Exhibit B

20  
21 Mental Health Enhanced Residential  
22 Rehabilitation Services as specified in  
23 Exhibit C

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1 EXHIBIT B  
 2 TO CONTRACT FOR PROVISION OF  
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 QUALITY CARE PLUS, INC.  
 9 JULY 1, 2022 THROUGH JUNE 30, 2023

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting  
32 outcomes data for Clients enrolled in the FSP Programs.

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

35 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring  
36 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as  
37 working on strategies for gathering new data from the Clients' perspective which will improve

1 understanding of Clients' needs and desires towards furthering their Recovery. This individual will  
2 provide feedback to the program and work collaboratively with the employment specialist, education  
3 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these  
4 areas. This position will be responsible for attending all data and outcome related meetings and ensuring  
5 that program is being proactive in all data collection requirements and changes at the local and state  
6 level.

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

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

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

17 14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the  
18 Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most  
19 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be  
20 recorded on all IRIS documents, as appropriate.

21 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends  
22 providing Client services. DSH credit is obtained for providing mental health, case management,  
23 medication support and a crisis intervention service to any Client open in IRIS which includes both  
24 billable and non-billable services.

25 16. Engagement means the process by which a trusting relationship between worker and  
26 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
27 Client(s) is the objective of a successful Outreach.

28 17. Face-to-Face means an encounter between Client and provider where they are both  
29 physically present.

30 18. FSP

31 a. FSP means Full Service Partnership and refers to a type of program described by the  
32 State in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients  
33 being a full partner in the development and implementation of their treatment plan. A FSP is an  
34 evidence-based and strength-based model, with the focus on the individual rather than the disease.  
35 Multi-disciplinary teams will be established including the Client, Psychiatrist, and case manager.  
36 Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and  
37 family therapist, clinical social worker, peer specialist, and family members. The ideal Client to staff

1 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and  
 2 intense service delivery. Services will include, but not be limited to, the following:

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

20 b. Client services are focused on Recovery and harm reduction to encourage the highest  
 21 level of Client empowerment and independence achievable. PSCs will meet with the Client in their  
 22 current community setting and will develop a supportive relationship with the individual served.  
 23 Substance abuse treatment will be integrated into services and provided by the Client's team to  
 24 individuals with a co-occurring disorder.

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

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



1           20. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
2 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
3 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
4 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are  
5 individualized and appropriate to support Client’s mental health treatment activities.

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

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

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

16           24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
17 employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,  
18 desires, and goals. This position will also integrate knowledge about career development and job  
19 preparation to ensure successful job retention and satisfaction of both employer and employee.

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

23           26. Member Advisory Board means a member-driven board which shall direct the activities,  
24 provide recommendations for ongoing program development, and create the rules of conduct for the  
25 program.

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

29           a. Assessment means a service activity, which may include a clinical analysis of the  
30 history and current status of a Client’s mental, emotional, or behavioral disorder, relevant cultural issues  
31 and history, Diagnosis and the use of testing procedures.

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

35           c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
36 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse  
37 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 Client for a condition which requires more timely response than a regularly scheduled visit.  
3 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  
9 to medication, as well as obtaining informed consent, providing medication education and plan  
10 development related to the delivery of the service and/or assessment of the Client.

11 f. Rehabilitation Service means an activity which includes assistance in improving,  
12 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
13 leisure skill, 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 Client 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 Client access to service and the service delivery system;  
19 monitoring of the Client'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 Clients which may include family therapy in which the Client is  
23 present.

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

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

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

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

1 32. 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 Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based  
4 tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the  
5 level of service needed by participating members. The scale will be used to create a map of the system  
6 by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for  
7 different programs across the continuum of programs and services offered by COUNTY.

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

12 34. NPI means National Provider Identifier and refers to the standard unique health identifier  
13 that 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 35. 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 36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
20 Services and may include activities that involve educating the community about the services offered and  
21 requirements for participation in the programs. Such activities should result in CONTRACTOR  
22 developing its own Client referral sources for the programs it offers.

23 37. 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 38. Pharmacy Benefits Manager means the organization that manages the medication benefits  
28 that are given to Clients that qualify for medication benefits.

29 39. 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 40. 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 41. 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 42. 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,  
7 program level.

8 43. 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 44. 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 45. 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 Client and families  
20 in a community, home, or program setting. This includes assisting Clients with mental health, housing,  
21 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 Client-centered approach.

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

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

29 48. 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 Clients 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  
33 clinical care of the cases.

34 49. 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  
36 dimensions to support Recovery in life:

37 //

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

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

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

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

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

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

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

23 53. Token means the security device which allows an individual user to access COUNTY's  
24 computer based IRIS.

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

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

34 56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for  
35 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and  
36 quality of life.

37 //

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

## 3 4 **II. PAYMENTS**

5 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided  
6 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$30.00  
7 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to  
8 CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services are  
9 reimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the  
10 Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Amount Not  
11 To Exceed for each Period as set forth in the Referenced Contract Provisions of the Agreement. Beds  
12 unoccupied for more than one week will be reimbursed at the rate of \$7.50. CONTRACTOR may  
13 request in writing to waive this rate if circumstances arise out of CONTRACTOR's control, such as lack  
14 of appropriate referrals. ADMINISTRATOR may waive said rate with reasonable justification.

15 B. In the event that reimbursement for prior month bed days is deemed unreimbursable in  
16 accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the Agreement,  
17 CONTRACTOR shall, upon written notification by ADMINISTRATOR, submit a reimbursement check  
18 to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future  
19 monthly invoices should CONTRACTOR not submit the requested reimbursement check.

20 C. All revenue received on behalf of persons receiving services under the Agreement shall be used  
21 by CONTRACTOR for the provision of additional services for Clients serviced under the Agreement.

22 D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved  
23 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is  
24 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices  
25 received after the due date may not be paid within the same month. Payments to CONTRACTOR  
26 should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly  
27 completed invoice.

28 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
29 with any provision of the Agreement.

30 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
31 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or  
32 specifically agreed upon in a subsequent agreement.

### 33 G. Catalog of Federal Domestic Assistance (CFDA) Information

34 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA numbers and  
35 associated information for federal funds paid through the Agreement are specified below:

36 //

37 //

1 CFDA No.: 93.958  
 2 Program Title: SAMHSA  
 3 Federal Agency: Department of HHS  
 4 Award Name: Substance Abuse and Mental Health Services  
 5

6 2. CONTRACTOR may be required to have an audit conducted in accordance with the OMB  
 7 Circular Number A-133. CONTRACTOR is responsible for complying with any federal audit  
 8 requirements within the reporting period specified by OMB Circular A-133.

9 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
 10 CONTRACTOR in writing of said revisions.

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

### 13 **III. REPORTS**

14  
 15 A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall  
 16 report the number of filled bed days and number of vacant bed days. Report shall be in a form  
 17 acceptable to ADMINISTRATOR and shall be received no later than twenty (20) calendar days  
 18 following the month in which services were rendered.

19 B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine  
 20 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the  
 21 nature of information requested, and allow thirty (30) calendar days for CONTRACTOR to respond.

22 C. CONTRACTOR shall cooperate in data collection for performance outcome measures or other  
 23 data deemed necessary by ADMINISTRATOR.

24 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 25 Reports Paragraph of this Exhibit B to the Agreement.

### 26 **IV. SERVICES**

#### 27 **A. FACILITY REQUIRMENTS**

28 1. CONTRACTOR shall provide, within a licensed Community Care facility, beds dedicated  
 29 only for the care of those Clients referred by COUNTY. Such beds shall be located at the following  
 30 address(es), or any other licensed Community Care facility(ies) approved in writing by  
 31 ADMINISTRATOR.  
 32

33  
 34 1652 W. Broadway  
 35 Anaheim, CA 92802  
 36

37 //

1  
 2 2. CONTRACTOR's facility shall include the following:  
 3 a. Private or semi-private bedrooms for each Client;  
 4 b. Kitchen area, including refrigerator, stove, and sink;  
 5 c. Dining area; and  
 6 d. Central living area or group room with an appropriate capacity for group meetings,  
 7 activities or visitors.

8 3. CONTRACTOR's facility should be located where it is readily accessible by public  
 9 transportation.

10 4. CONTRACTOR shall maintain an environment conducive to the total care and treatment of  
 11 persons who are mentally ill.

12 5 CONTRACTOR shall maintain well-groomed landscaping and a well-maintained facility  
 13 appearance.

14  
 15 **B. PERSONS TO BE SERVED**

16 1. CONTRACTOR shall serve Clients who are referred by COUNTY and authorized for  
 17 services under the Agreement. CONTRACTOR shall admit Clients living with a serious mental illness  
 18 and/or co-occurring disorder who are being discharged from a hospital or Long Term Care facility, who  
 19 have failed multiple placements in licensed adult residential facilities or require additional services in  
 20 order to successfully remain in the community.

21 2. CONTRACTOR may deny admission of a Client based upon lack of availability of beds.  
 22 CONTRACTOR may deny admission of a Client if the number of Clients receiving services pursuant to  
 23 the Agreement in CONTRACTOR's facility exceeds the number of beds specified in Subparagraph  
 24 IV.A.1 of this Exhibit A to the Agreement.

25  
 26 **C. LENGTH OF STAY**

27 1. Client length of stay at a residential rehabilitation facility shall not exceed eighteen (18)  
 28 months without prior authorization from ADMINISTRATOR. CONTRACTOR shall complete  
 29 individual evaluations for each Client placed at their facility to determine the appropriate length of stay  
 30 in the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must  
 31 have prior approval from ADMINISTRATOR. Upon Admission, Clients shall be required to sign an  
 32 agreement acknowledging their understanding that the length of stay in the program is limited to  
 33 eighteen (18) months, unless otherwise approved by ADMINISTRATOR.

34 2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Client  
 35 no longer meets eligibility criteria and should be discharged from the program, then written notice shall  
 36 be provided to CONTRACTOR from ADMINISTRATOR indicating that the Client no longer meets  
 37 eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to



1 displace the Client, but COUNTY shall not reimburse CONTRACTOR for a Client that no longer meets  
2 eligibility criteria. All requests to extend a Client's length of stay shall be submitted to  
3 ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final  
4 discretion based on the information provided to determine Clients' continued placement.

5 3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all  
6 Admissions shall result from referrals from COUNTY. The discharge policy shall include eligibility for  
7 the Client's continued participation in the program which shall be evaluated by CONTRACTOR and the  
8 assigned Care Coordinator. Each Client's discharge plan will detail the Client's anticipated length of  
9 stay in the facility and any modifications to a Client's continued stay in the facility will require  
10 authorization from COUNTY.

11 4. CONTRACTOR shall begin discharge planning upon Client Admission to the program.

12 5. CONTRACTOR and COUNTY shall communicate and coordinate any action which  
13 impacts a Client's continued eligibility for program services and which might otherwise result in  
14 discharge from the program.

15 6. In the event a Client becomes hospitalized, for either psychiatric or physical reasons, or  
16 becomes Absent Without Leave (AWOL), and it is believed that the Client will return to the program  
17 within seven (7) calendar days and continue to benefit from services, then CONTRACTOR shall hold  
18 that bed for the Client and continue to be paid the bed day rate identified in the Payments Paragraph of  
19 this Exhibit B to the Agreement. The determination for a bed hold shall be on an individual basis and in  
20 collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar days shall  
21 require written approval, in advance, by ADMINISTRATOR.

#### 22 D. SERVICES

23 1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per  
24 week with an emphasis on Client-centered rehabilitative Mental Health Services. ADMINISTRATOR  
25 will develop the Treatment Plan which include goals identified by the Clients and the steps the Clients  
26 need to take in order to reach those goals. CONTRACTOR shall assist Clients to move along the  
27 housing continuum. Client length of stay should not exceed eighteen (18) months. CONTRACTOR's  
28 services shall include, but not be limited to, the following:

29 a. All basic services required of a Community Care facility licensed by the State  
30 Department of Social Services as set forth in Title 22 of the CCR, including twenty-four (24) hour  
31 supervision of Clients, as applicable.

32 b. Behavior management services and social skills training to improve Clients'  
33 interpersonal relationships.

34 c. Independent living skills training daily to facilitate the Clients' transition to a more  
35 independent living arrangement including, but not limited to, training in use of public transportation,  
36 grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing  
37 money, use of community resources and management of leisure time.

1 d. Vocational and pre-vocational activities that will help Clients develop self-confidence  
2 and work related skills in order to increase Clients' chances of obtaining paid employment. Vocational  
3 activities may include kitchen help, gardening, facility maintenance, temporary employment,  
4 participation in an employment skills training program, volunteer work, and full or part-time  
5 employment.

6 e. A daily physical activity or exercise program designed to enhance the physical  
7 well-being of Clients.

8 f. Enhance Clients' use of community resources by providing both individual and small  
9 group recreational outings at a minimum of once per week.

10 g. Establishing positive working relationships with Clients, their families, friends, and  
11 Care Coordinators to plan and implement Client driven goals.

12 h. Transportation of Clients to essential appointments.

13 i. Assisting and teaching ADL activities to Clients that may include, but not be limited to,  
14 eating appropriately, bathing, changing clothing, and wearing clothing appropriate to the weather, so  
15 they may employ these activities independently without assistance.

16 2. CONTRACTOR shall provide Medication Support Services which shall include, but not be  
17 limited to, the following:

18 a. Encouraging Clients to take their medication, including assisting them in understanding  
19 directions for their use, dosages, recognizing the side effects, and discussing medication issues with their  
20 prescribing physician.

21 b. Determining the specific signs of decompensation for each of the Clients and  
22 implementing appropriate corrective action, including assisting Clients to recognize their own negative  
23 signs and symptoms and the proper steps to take.

24 c. Monitoring and encouraging Client medication compliance and working cooperatively  
25 and effectively with the Clients' prescribing physician.

26 d. Providing staff training in effects and side effects of psychotropic medications,  
27 psychiatric diagnoses, and responding to psychiatric emergencies.

28 3. CONTRACTOR shall teach each Client the skills to manage psychiatric behaviors that  
29 interfere with their ability to remain in the community. CONTRACTOR shall document Client progress  
30 in the facility's treatment plan and provide special recognition for Clients functioning at advanced  
31 levels. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted  
32 behaviors and shall provide tobacco cessation programs as available through COUNTY or other sources.

33 4. CONTRACTOR shall, within three (3) calendar days of a request by COUNTY, submit to  
34 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for  
35 Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR  
36 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.  
37 CONTRACTOR shall be required to provide up to twenty percent (20%) of its total bed capacity for

1 Clients with such Restricted Medical Conditions.

2 5. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains  
3 to the following:

4 a. Maintaining Client records, including documentation of Tuberculosis clearance.

5 b. Providing secure storage of Clients' valuables, including medications.

6 1) Medication shall be kept in a safe and locked place that is not accessible to persons  
7 other than employees responsible for the supervision of centrally stored medications.

8 2) Each Client's medication shall be stored in its originally received container. No  
9 medications shall be transferred between containers.

10 c. Maintaining a record of daily occupancy.

11 d. Protecting Clients' rights to privacy and confidentiality.

12 e. Providing basic life support and other services, including nutritional foods and support  
13 services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for  
14 emergency and non-emergency medical services.

15 6. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules,  
16 Client rights, and policies regarding Client fees.

17 7. CONTRACTOR shall assist the Clients in establishing and maintaining a Client oriented  
18 facility council in accordance with CCR, Title 22, Division 6. The Client-run council provides  
19 opportunity for Client input into the operations of the facility including, but not limited to, activities,  
20 house rules, and resolution of disputes/disagreements.

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

26 F. PERFORMANCE OUTCOMES – CONTRACTOR will enable Clients to adaptively function  
27 at a higher and more appropriate level of independence.

28 1. Eighty percent (80%) of Clients will not require psychiatric hospitalization within the first  
29 six (6) months of placement.

30 2. Sixty percent (60%) of Clients will be discharged to a lower level of care.

31 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis and include  
32 the following information: number of Clients placed, date of placement for each Client, number of  
33 hospitalizations for each Client, the number of discharges to a lower or a higher level of care for each  
34 Client, and length of stay in the program for each Client.

35 G. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

36 1. State Licensure and Certification;

37 2. Business License;



1 B. If applicable, provision for twenty-four (24)-hour on-site management of the facility, including  
2 night supervision in accordance with the CCR, Title 22, Division 6.

3 C. A written Code of Conduct for employees, volunteers, interns and Board of Directors which  
4 shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client  
5 relationships; prohibition of sexual conduct with Clients; and conflict of interest. A copy of the Code of  
6 Conduct shall be provided to each Client upon Admission and shall be posted in writing in a prominent  
7 place in the treatment facility.

8 D. Documentation of employment qualifications and job descriptions which include duties and  
9 responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff  
10 position.

11 E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of  
12 increasing familiarity with COUNTY guidelines and providing more effective services.  
13 CONTRACTOR shall ensure that on an annual basis, all program staff including administrator,  
14 volunteers and interns having direct contact with Clients shall complete:

- 15 1. County Annual Provider Training
- 16 2. County Annual Compliance Training
- 17 3. Minimum one hour training in cultural competence

18 F. A written policy for the use of volunteers and part-time student interns which may augment paid  
19 staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health  
20 care or mental health discipline or a related field.

21 G. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the  
22 persons who provide services under the Agreement. This list shall state the name, title, professional  
23 degree, license number (if applicable) and job description.

24 H. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally  
25 and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain  
26 documentation of such efforts which may include, but not be limited to records of participation in  
27 COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in  
28 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance  
29 accessibility for, and sensitivity to, persons who are physically challenged.

30 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
31 Staffing Paragraph of this Exhibit B to the Agreement.

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1 EXHIBIT C  
 2 TO CONTRACT FOR PROVISION OF  
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 QUALITY CARE PLUS, INC.  
 9 JULY 1, 2022 THROUGH JUNE 30, 2023

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting  
32 outcomes data for Clients enrolled in the FSP Programs.

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

35 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring  
36 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as  
37 working on strategies for gathering new data from the Clients' perspective which will improve

1 understanding of Clients' needs and desires towards furthering their Recovery. This individual will  
2 provide feedback to the program and work collaboratively with the employment specialist, education  
3 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these  
4 areas. This position will be responsible for attending all data and outcome related meetings and ensuring  
5 that program is being proactive in all data collection requirements and changes at the local and state  
6 level.

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

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

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

17 14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the  
18 Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most  
19 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be  
20 recorded on all IRIS documents, as appropriate.

21 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends  
22 providing Client services. DSH credit is obtained for providing mental health, case management,  
23 medication support and a crisis intervention service to any Client open in IRIS which includes both  
24 billable and non-billable services.

25 16. Engagement means the process by which a trusting relationship between worker and  
26 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
27 Client(s) is the objective of a successful Outreach.

28 17. Face-to-Face means an encounter between Client and provider where they are both  
29 physically present.

30 18. FSP

31 a. FSP means Full Service Partnership and refers to a type of program described by the  
32 State in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients  
33 being a full partner in the development and implementation of their treatment plan. A FSP is an  
34 evidence-based and strength-based model, with the focus on the individual rather than the disease.  
35 Multi-disciplinary teams will be established including the Client, Psychiatrist, and case manager.  
36 Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and  
37 family therapist, clinical social worker, peer specialist, and family members. The ideal Client to staff



1 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and  
 2 intense service delivery. Services will include, but not be limited to, the following:

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

20 b. Client services are focused on Recovery and harm reduction to encourage the highest  
 21 level of Client empowerment and independence achievable. PSCs will meet with the Client in their  
 22 current community setting and will develop a supportive relationship with the individual served.  
 23 Substance abuse treatment will be integrated into services and provided by the Client's team to  
 24 individuals with a co-occurring disorder.

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

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

1           20. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
2 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
3 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
4 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are  
5 individualized and appropriate to support Client’s mental health treatment activities.

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

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

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

16           24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
17 employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,  
18 desires, and goals. This position will also integrate knowledge about career development and job  
19 preparation to ensure successful job retention and satisfaction of both employer and employee.

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

23           26. Member Advisory Board means a member-driven board which shall direct the activities,  
24 provide recommendations for ongoing program development, and create the rules of conduct for the  
25 program.

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

29           a. Assessment means a service activity, which may include a clinical analysis of the  
30 history and current status of a Client’s mental, emotional, or behavioral disorder, relevant cultural issues  
31 and history, Diagnosis and the use of testing procedures.

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

35           c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
36 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse  
37 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 Client for a condition which requires more timely response than a regularly scheduled visit.  
3 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  
9 to medication, as well as obtaining informed consent, providing medication education and plan  
10 development related to the delivery of the service and/or assessment of the Client.

11 f. Rehabilitation Service means an activity which includes assistance in improving,  
12 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
13 leisure skill, 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 Client 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 Client access to service and the service delivery system;  
19 monitoring of the Client'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 Clients which may include family therapy in which the Client is  
23 present.

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

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

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

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

1 32. 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 Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based  
4 tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the  
5 level of service needed by participating members. The scale will be used to create a map of the system  
6 by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for  
7 different programs across the continuum of programs and services offered by COUNTY.

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

12 34. NPI means National Provider Identifier and refers to the standard unique health identifier  
13 that 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 35. 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 36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
20 Services and may include activities that involve educating the community about the services offered and  
21 requirements for participation in the programs. Such activities should result in CONTRACTOR  
22 developing its own Client referral sources for the programs it offers.

23 37. 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 38. Pharmacy Benefits Manager means the organization that manages the medication benefits  
28 that are given to Clients that qualify for medication benefits.

29 39. 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 40. 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           41. 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           42. 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,  
7 program level.

8           43. 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           44. 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           45. 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 Client and  
20 families in a community, home, or program setting. This includes assisting Clients with mental health,  
21 housing, vocational and educational needs. The position is also responsible for administrative and  
22 clinical documentation as well as participating in trainings and team meetings. The PSC shall be active  
23 in supporting and implementing the program's philosophy and its individualized, strength-based,  
24 culturally/linguistically competent and Client-centered approach.

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

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

29           48. 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 Clients 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  
33 clinical care of the cases.

34           49. 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  
36 dimensions to support Recovery in life:

37 //

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

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

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

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

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

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

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

23 53. Token means the security device which allows an individual user to access COUNTY's  
24 computer based IRIS.

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

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

34 56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for  
35 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and  
36 quality of life.

37 //

1 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Common Terms and Definitions Paragraph of this Exhibit C to the Agreement.

## 3 4 **II. PAYMENTS**

5 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided  
6 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$45.00  
7 per day per bed for Track 1 and the rate of \$80.00 per day per bed for Track 2, whether or not the bed is  
8 occupied; provided, however, the total of such payments to CONTRACTOR and other providers of  
9 Mental Health Enhanced Residential Rehabilitation Services are reimbursable in accordance with  
10 Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement, and/or as directed by  
11 ADMINISTRATOR, and shall not exceed the Aggregate Amount Not To Exceed for each Period as set  
12 forth in the Referenced Contract Provisions of the Agreement. Beds unoccupied for more than one week  
13 will be reimbursed at the rate of \$22.50. CONTRACTOR may request in writing to waive this rate if  
14 circumstances arise out of CONTRACTOR's control, such as lack of appropriate referrals.  
15 ADMINISTRATOR may waive said rate with reasonable justification.

16 B. In the event that reimbursement for prior month bed days is deemed unreimbursable in  
17 accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement,  
18 CONTRACTOR shall, upon written notification by ADMINISTRATOR, submit a reimbursement check  
19 to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future  
20 monthly invoices should CONTRACTOR not submit the requested reimbursement check.

21 C. All revenue received on behalf of persons receiving services under the Agreement shall be used  
22 by CONTRACTOR for the provision of additional services for Clients serviced under the Agreement.

23 D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved  
24 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is  
25 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices  
26 received after the due date may not be paid within the same month. Payments to CONTRACTOR should  
27 be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed  
28 invoice.

29 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
30 with any provision of the Agreement.

31 F. CONTRACTOR may not claim reimbursement for services provided beyond the expiration  
32 and/or termination of the Agreement.

33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
34 Payments Paragraph of this Exhibit C to the Agreement.

## 35 36 **III. REPORTS**

37 A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall

1 report the number of filled bed days and number of vacant bed days. The report shall be in a form  
2 acceptable to ADMINISTRATOR and shall be received no later than twenty (20) calendar days  
3 following the month in which services were rendered.

4 B. CONTRACTOR shall submit a monthly program report, no later than twenty (20) calendar days  
5 following the month in which services were rendered, to ADMINISTRATOR which shall report the  
6 number and names of groups provided and the attendance of each of the groups.

7 C. CONTRACTOR shall submit to ADMINISTRATOR a calendar of events occurring at the  
8 program for the upcoming month no later than seven (7) calendar days prior to the beginning of that  
9 month.

10 D. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine  
11 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the  
12 nature of information requested, and allow thirty (30) calendar days for CONTRACTOR to respond.

13 E. CONTRACTOR shall cooperate in data collection for performance outcome measures or other  
14 data deemed necessary by ADMINISTRATOR.

15 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
16 Reports Paragraph of this Exhibit C to the Agreement.

#### 17 18 **IV. SERVICES**

##### 19 **A. FACILITY REQUIREMENTS**

20 1. CONTRACTOR shall provide, within a licensed Community Care facility, beds dedicated  
21 to Clients referred by COUNTY and enrolled in the Mental Health Enhanced Recovery FSP approved by  
22 COUNTY. Such beds shall be located at the following address or any other licensed Community Care  
23 facility approved in writing by ADMINISTRATOR.

24  
25 1652 W. Broadway  
26 Anaheim, CA 92802

27  
28 2. CONTRACTOR's facility shall include the following:  
29 a. Private or semi-private bedrooms for each Client;  
30 b. Kitchen area including refrigerator, stove, and sink;  
31 c. Dining area;  
32 d. Central living area or group room with an appropriate capacity for group meetings,  
33 activities or visitors; and  
34 e. An outdoor, Client recreation area.

35 3. CONTRACTOR's facility should be located where it is readily accessible by public  
36 transportation.

##### 37 **B. PERSONS TO BE SERVED –**



1           1. CONTRACTOR shall serve Clients, who are referred by COUNTY and authorized for  
2 services under the Agreement.

3           2. CONTRACTOR may deny admission of a Client based upon lack of availability of beds.  
4 CONTRACTOR may deny admission of a Client if the number of Clients receiving services pursuant to  
5 the Agreement in CONTRACTOR's facility exceeds the number of beds .

6           3. Clients served shall be in one of the following tracks:

7           a. Track 1 - Adults who have a serious mental illness and/or co-occurring disorder, and  
8 who may be on Lanterman-Petris Short conservatorship and are currently in or being discharged from an  
9 Institution for Mental Disease, psychiatric hospital, or Long Term Care facility. These are individuals  
10 who have a history of failed placements due to their illness and may need additional individualized  
11 support to remain in the community.

12           b. Track 2 - Adults who have a serious mental illness and a co-occurring substance use  
13 disorder, are "hard to place", and as a result are remaining in psychiatric hospital settings.

#### 14           C. LENGTH OF STAY

15           1. Client length of stay at a residential rehabilitation facility shall not exceed eighteen (18)  
16 months without prior written authorization from ADMINISTRATOR. CONTRACTOR shall complete  
17 individual evaluations for each Client placed at their facility and collaborate with the Clinical  
18 Administrator and PSCs from the Enhanced Recovery FSP to determine the appropriate length of stay in  
19 the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must  
20 have prior written approval from ADMINISTRATOR. Upon Admission, Clients shall be required to  
21 sign an agreement acknowledging their understanding that the length of stay in the program is limited to  
22 eighteen (18) months, unless otherwise approved by ADMINISTRATOR.

23           2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Client  
24 no longer meets eligibility criteria and should be discharged from the program, then written notice shall  
25 be provided to CONTRACTOR from ADMINISTRATOR indicating that the Client no longer meets  
26 eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to  
27 displace the Client, but COUNTY shall not reimburse CONTRACTOR for a Client that no longer meets  
28 eligibility criteria. All requests to extend a Client's length of stay shall be submitted to  
29 ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final  
30 discretion based on the information provided to determine Clients' continued placement.

31           3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all  
32 Admissions shall result from referrals from ADMINISTRATOR. The discharge policy shall include  
33 eligibility for the Client's continued participation in the program which shall be evaluated by  
34 CONTRACTOR and the assigned PSC or Care Coordinator. Each Client's discharge plan will detail the  
35 Client's anticipated length of stay in the facility and any modifications to a Client's continued stay in the  
36 facility will require authorization from ADMINISTRATOR.

37           4. CONTRACTOR shall begin discharge planning upon Client Admission to the program.

1           5. In the event a Client becomes hospitalized, for either psychiatric or physical reasons, or  
2 becomes Absent Without Leave (AWOL), and it is believed that the Client will return to the program  
3 within seven (7) calendar days and continue to benefit from services, then CONTRACTOR shall hold  
4 that bed for the Client and continue to be paid the bed day rate identified in the Payments Paragraph of  
5 this Exhibit C to the Agreement. The determination for a bed hold shall be on an individual basis and in  
6 collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar days shall  
7 require written approval, in advance, by ADMINISTRATOR.

8           6. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action  
9 which impacts a Client's continued eligibility for program services and which might otherwise result in  
10 discharge from the program.

#### 11           D. SERVICES

12           1. CONTRACTOR shall provide an Enhanced Residential Rehabilitation Program seven (7)  
13 days per week. CONTRACTOR shall begin discharge planning in collaboration with Enhanced  
14 Recovery FSP staff (Track 1) or case manager (Track 2), upon Client Admission to the program.  
15 CONTRACTOR shall participate in the development and implementation of the Clients' Treatment Plan  
16 and shall collaborate with the Enhanced Recovery FSP staff (Track 1) or case manager (Track 2).  
17 CONTRACTOR's services shall include, but not be limited to, the following:

18           a. All basic services required of a Community Care facility licensed by the State  
19 Department of Social Services as set forth in Title 22 of CCR, including twenty-four (24) hour  
20 supervision of Clients, as applicable.

21           b. A supportive home environment with an emphasis on Client-centered recovery and  
22 shall include Client involvement in the planning and preparation of activities.

23           c. CONTRACTOR, in collaboration with FSP staff (Track 1) or case manager (Track 2),  
24 shall develop tailored interventions in regards to behaviors which may have affected previous placement  
25 so that Client may be successful in the community.

26           d. Daytime, evening, and weekend activities which may require staff to work with the  
27 Client more exclusively and shall include, but not be limited to:

28           1) Daily community meetings which shall include Clients and staff for the purposes of  
29 discussing and facilitating Client participation in daily activities; facilitating Client involvement and  
30 feedback related to the program milieu and developing meaningful relationships between staff and  
31 Clients.

32           2) Daily independent living skills training to facilitate the Clients' transition to a more  
33 independent living arrangement including, but not limited to, training in use of public transportation,  
34 grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing  
35 money, meal preparation, use of community resources and management of leisure time.

36           3) Vocational and pre-vocational activities that will help Clients develop self-  
37 confidence and work related skills in order to increase Clients' chances of obtaining paid employment.

1 Vocational activities may include kitchen help, gardening, facility maintenance, temporary employment,  
2 volunteer work, and full-time employment. These activities may be in collaboration with the Enhanced  
3 Recovery FSP/case manager and/or ADMINISTRATOR.

4 4) A daily physical activity or exercise program designed to enhance the physical  
5 well-being of Clients.

6 5) Enhance Clients' use of community resources by providing both individual and  
7 small group recreational outings.

8 e. Transportation of Clients to essential appointments.

9 2. CONTRACTOR shall collaborate with the Enhanced Recovery FSP or case manager in  
10 developing group and activity calendars so that both CONTRACTOR and the Enhanced Recovery  
11 FSP/case manager provide groups and activities in areas that reinforce and support the services being  
12 provided at both locations.

13 3. (Track 2) CONTRACTOR shall develop group and activity calendars. CONTRACTOR  
14 shall provide groups and activities in the areas of substance use disorder that reinforce and support the  
15 Clients recovery. Programing shall include but are not limited to co-occurring groups, access to AA/NA  
16 recovery groups offsite, along with relapse prevention and drug testing.

17 4. CONTRACTOR shall provide Medication Support Services which shall include, but not be  
18 limited to, the following:

19 a. Encouraging Clients to take their medication and helping Clients recognize the side  
20 effects of these medications.

21 b. Teaching Clients skills to manage psychiatric behaviors that interfere with their ability  
22 to remain in the community.

23 c. Determining the specific signs of decompensation or relapse for each of the Clients and  
24 implementing appropriate corrective action.

25 d. Monitoring and encouraging Client medication compliance and working cooperatively  
26 and effectively with the Clients' prescribing physician.

27 e. Providing staff training in the effects and side effects of psychotropic medications.

#### 28 5. TOKEN PROGRAM

29 a. CONTRACTOR shall use a basic token economy program that identifies and rewards  
30 targeted behaviors and skills as appropriate for each Client.

31 b. CONTRACTOR shall document Client progress in the facility's treatment and provide  
32 special recognition for Clients functioning at advanced levels.

33 c. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for  
34 targeted behaviors.

#### 35 6. HOUSING SUPPORT

36 a. CONTRACTOR shall work in conjunction with the Enhanced Recovery FSP or case  
37 manager, the Clients, and COUNTY to support the Clients' milestones, goals, and movement along the

1 housing continuum.

2 7. CONTRACTOR shall, within three (3) calendar days of a request by ADMINISTRATOR,  
3 submit to Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care  
4 for Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8.  
5 CONTRACTOR agrees to fulfill all requirements of Community Care Licensing for approval of such  
6 plans. CONTRACTOR shall be required to provide up to ten percent (10%) of its total bed capacity for  
7 Clients with such Restricted Medical Conditions.

8 8. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains  
9 to the following:

- 10 a. Maintaining Client records, including documentation of Tuberculosis clearance.  
11 b. Providing secure storage of Clients' valuables, including medications.  
12 1) Medication shall be kept in a safe and locked place that is not accessible to persons  
13 other than employees responsible for the supervision of centrally stored medications.  
14 2) Each Client's medication shall be stored in its originally received container. No  
15 medications shall be transferred between containers.  
16 c. Maintaining a record of daily occupancy.  
17 d. Protecting Clients' rights to privacy and confidentiality.  
18 e. Providing basic life support and other services, including nutritional foods and support  
19 services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for  
20 emergency and non-emergency medical services.

21 9. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules,  
22 Client rights, and policies regarding Client fees.

23 10. CONTRACTOR shall assist the Clients in establishing and maintaining a Client oriented  
24 facility council in accordance with CCR, Title 22, Division 6. The Client-run council provides  
25 opportunity for Client input into the operations of the facility including, but not limited to, activities,  
26 house rules, and resolution of disputes/disagreements.

27 11. CONTRACTOR shall establish an Admission policy which shall state that all Admissions  
28 shall result from referrals from ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR shall  
29 communicate and coordinate any action which impacts a Client's continued eligibility for program  
30 services and which might otherwise result in discharge from the program. CONTRACTOR shall  
31 contribute as part of the Clients' treatment team and participate in Admission and discharge planning  
32 activities.

33 12. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding  
34 sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR  
35 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder  
36 shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or  
37 sectarian institution, or religious belief.

1 E. PERFORMANCE OUTCOMES – CONTRACTOR’s services shall enable Clients to  
2 adaptively function at a higher and more appropriate level of independence.

3 1. Fifty percent (50%) of Clients placed in CONTRACTOR’s Enhanced Residential  
4 Rehabilitation Program will remain out of the hospitals or long-term care facilities for a minimum of six  
5 (6) months.

6 2. Fifty percent (50%) of Clients placed in CONTRACTOR’s Enhanced Residential  
7 Rehabilitation Program will be able to move to a lower level of care within eighteen (18) months.

8 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include  
9 the following information: number of Clients placed, date of placement for each Client, number  
10 of hospitalizations for each Client, number of discharges to a lower level of care for each Client, and  
11 length of stay in the program for each Client.

12 F. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 13 1. State Licensure and Certification;
- 14 2. Business License;
- 15 3. Conditional Use Permit (if applicable);
- 16 4. Fire clearance;
- 17 5. Client rights;
- 18 6. Grievance procedure;
- 19 7. Employee Code of Conduct;
- 20 8. Evacuation floor plan;
- 21 9. Equal Employment Opportunity notices;
- 22 10. Name, address, telephone number for fire department, crisis program, local law  
23 enforcement, and ambulance service;
- 24 11. List of resources within community which shall include medical, dental, mental health,  
25 public health, social services and where to apply for determination of eligibility for State, Federal or  
26 county entitlement programs; and
- 27 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

28 G. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy  
29 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
30 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting  
31 areas at the facility.

32 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,  
33 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be  
34 limited to, staff training to deal with neighbor complaints, staff contact information available to  
35 neighboring residents and complaint procedures.

36 I. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,  
37 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited

1 to, the following:

- 2 1. Admission;
- 3 2. Housing arrangement;
- 4 3. Bathroom privacy; and
- 5 4. Who conducts the observed drug testing.

6 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
7 Services Paragraph of this Exhibit B to the Agreement

## 8 9 **V. STAFFING**

10 CONTRACTOR shall provide staffing patterns and policies that accommodate the following  
11 requirements:

12 A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.D.  
13 of this Exhibit C to the Agreement, including staffing requirements for supportive services provided  
14 directly by the program.

15 B. If applicable, provision for twenty four (24) hour on-site management of the facility, including  
16 night supervision in accordance with CCR, Title 22, Division 6.

17 C. CONTRACTOR shall ensure that there is adequate staffing for evening activities.

18 D. (Track 2) CONTRACTOR shall ensure that there is adequate staffing trained to address  
19 substance use disorders including Peers\_Recovery Specialist/Counselor(s).

20 E. CONTRACTOR shall ensure that during normal operating hours, groups shall be made  
21 available to all Clients at the facility.

22 F. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of  
23 increasing familiarity with COUNTY guidelines and providing more effective services.

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

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

37 I. Documentation of employment qualifications and job descriptions which include duties and

1 responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff  
2 position.

3 J. A written policy for the use of volunteers and part-time student interns which may augment paid  
4 staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health  
5 care or mental health discipline or a related field.

6 K. CONTRACTOR shall provide ADMINISTRATOR with a detailed list of the persons who  
7 provide services under the Agreement within thirty (30) calendar days of commencement of this  
8 Agreement. This list shall state the name, title, professional degree, license number (if applicable) and  
9 job description.

10 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
11 Staffing Paragraph of this Exhibit C to the Agreement.

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1 EXHIBIT D  
 2 TO CONTRACT FOR PROVISION OF  
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 QUALITY CARE PLUS, INC.  
 9 JULY 1, 2022 THROUGH JUNE 30, 2023

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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



1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed  
2 pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
5 manage the selection, development, implementation, and maintenance of security measures to protect  
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection  
7 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  
13 was made in good faith and within the scope of authority and does not result in further use or disclosure  
14 in a 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  
20 that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
21 retain such information.

22 b. Except as provided in paragraph (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 there is a low probability that the PHI has been compromised  
25 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;

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
2 COUNTY.

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

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

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

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

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

29 g. User IDs and Password Controls. All users must be issued a unique user name for  
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
33 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
34 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
35 computer. Passwords must be changed every ninety (90) calendar or business days, preferably every  
36 sixty (60) calendar or business days. Passwords must be changed if revealed or  
37 //

1 compromised. Passwords must be composed of characters from at least three (3) of the following four  
2 (4) groups from the standard keyboard:

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

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

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

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

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

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

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

37 //



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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

#### 24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 | //

1 EXHIBIT E  
2 TO CONTRACT FOR PROVISION OF  
3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 QUALITY CARE PLUS, INC.  
9 JULY 1, 2022 THROUGH JUNE 30, 2023

10  
11 **I. PERSONAL INFORMATION AND SECURITY CONTRACT**

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

34 9. "Required by law" means a mandate contained in law that compels an entity to make a use  
35 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court  
36 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental  
37 or tribal inspector general, or an administrative body authorized to require the production of information,

1 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation  
2 with respect to health care providers participating in the program, and statutes or regulations that require  
3 the production of information, including statutes or regulations that require such information if payment  
4 is sought under a government program providing public benefits.

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

## 8 B. TERMS OF AGREEMENT

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

### 13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

30 1) Complying with all of the data system security precautions listed in subparagraph  
31 E of the Business Associate Contract, Exhibit D to the Agreement; and

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

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

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