

1 CONTRACT FOR PROVISION OF
 2 MULTI-SERVICE CENTER SERVICES FOR HOMELESS ADULTS WITH MENTAL DISORDERS
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 7 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 8 JANUARY 1, 2024 THROUGH DECEMBER 31, 2024
 9

10 THIS CONTRACT entered into this 1st day of January 2024 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ORANGE
 12 COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF
 13 ORANGE COUNTY, a California non-profit corporation, (CONTRACTOR). COUNTY and
 14 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
 15 “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency
 16 or an authorized designee (“ADMINISTRATOR”).
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18 **W I T N E S S E T H:**

19
 20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Multi-Service
 21 Center Services for Homeless Adults with Mental Disorders described herein to the residents of Orange
 22 County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: January 1, 2024 through December 31, 2024

Amount Not To Exceed: \$2,462,342

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: DANLC9YADBF8

CONTRACTOR TAX ID Number: 95-2036972

Federal Grant Funding:

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.150	X06SM016005-22	Projects for Assistance in Transition from Homelessness (PATH)	Department of HHS	7/1/2023 TO 6/30/2024	\$564,842	N
93.958	B09SM010005-22	Substance Abuse and Mental Health Services Administration (SAMHSA)	Department of HHS	7/1/2023 TO 6/30/2024	\$249,240	N

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1 **Notices to COUNTY and CONTRACTOR:**

2

3 COUNTY: County of Orange

4 Health Care Agency

5 Procurement and Contract Services

6 405 West 5th Street, Suite 600

7 Santa Ana, CA 92701-4637

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9 CONTRACTOR: Orange County Association of Mental Health dba Mental Health Association of
10 Orange County

11 1971 E. 4th Street, Suite 130A

12 Santa Ana, CA 92705

13 Attention: Jeffrey A Thrash, Executive Director

14 E-mail: thrash@mhaoc.org

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I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	COUNTY HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

1	AI.	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
2	AJ.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
3	AK.	E-Mail	Electronic Mail
4	AL.	EEOC	Equal Employment Opportunity Commission
5	AM.	EHR	Electronic Health Records
6	AN.	EOC	Equal Opportunity Clause
7	AO.	ePHI	Electronic Protected Health Information
8	AP.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
9	AQ.	FFS	Fee For Service
10	AR.	FIPS	Federal Information Processing Standards
11	AS.	FSP	Full Service Partnership
12	AT.	FTE	Full Time Equivalent
13	AU.	GAAP	Generally Accepted Accounting Principles
14	AV.	HCA	County of Orange Health Care Agency
15	AW.	HHS	Federal Health and Human Services Agency
16	AX.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17			Law 104-191
18	AY.	HITECH Act	Health Information Technology for Economic and Clinical Health
19			Act, Public Law 111-005
20	AZ.	HIV	Human Immunodeficiency Virus
21	BA.	HSC	California Health and Safety Code
22	BB.	ID	Identification
23	BC.	IEA	Information Exchange Agreement
24	BD.	IRIS	Integrated Records and Information System
25	BE.	ISO	Insurance Services Office
26	BF.	ITC	Indigent Trauma Care
27	BG.	LCSW	Licensed Clinical Social Worker
28	BH.	MAT	Medication Assisted Treatment
29	BI.	MFT	Marriage and Family Therapist
30	BJ.	MH	Mental Health
31	BK.	MHP	Mental Health Plan
32	BL.	MHS	Mental Health Specialist
33	BM.	MHSA	Mental Health Services Act
34	BN.	MSN	Medical Safety Net
35	BO.	NIH	National Institutes of Health
36	BP.	NIST	National Institute of Standards and Technology
37	BQ.	NPI	National Provider Identifier

1	BR. NPP	Notice of Privacy Practices
2	BS. NPPES	National Plan and Provider Enumeration System
3	BT. OCJS	Orange County Jail System
4	BU. OCPD	Orange County Probation Department
5	BV. OCR	Federal Office for Civil Rights
6	BW. OCSD	Orange County Sheriff's Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. P&P	Policy and Procedure
11	CB. PA DSS	Payment Application Data Security Standard
12	CC. PATH	Projects for Assistance in Transition from Homelessness
13	CD. PC	California Penal Code
14	CE. PCI DSS	Payment Card Industry Data Security Standards
15	CF. PCS	Post-Release Community Supervision
16	CG. PHI	Protected Health Information
17	CH. PI	Personal Information
18	CI. PII	Personally Identifiable Information
19	CJ. P&P	Policy and Procedure
20	CK. PRA	California Public Records Act
21	CL. PSC	Professional Services Contract System
22	CM. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
23	CN. SIR	Self-Insured Retention
24	CO. SMA	Statewide Maximum Allowable (rate)
25	CP. SOW	Scope of Work
26	CQ. SUD	Substance Use Disorder
27	CR. UMDAP	Uniform Method of Determining Ability to Pay
28	CS. UOS	Units of Service
29	CT. USC	United States Code
30	CU. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of, the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees

1 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been
2 formally approved and executed by both parties.

3
4 **III. AMOUNT NOT TO EXCEED**

5 A. The Amount Not To Exceed of COUNTY for services provided in accordance with this
6 Contract are as specified in the Referenced Contract Provisions of this Contract.

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

9
10 **IV. ASSIGNMENT OF DEBTS**

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

18
19 **V. COMPLIANCE**

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

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

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
27 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
28 CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall
29 be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
30 elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph V
31 (COMPLIANCE). These elements include:

- 32 a. Designation of a Compliance Officer and/or compliance staff.
- 33 b. Written standards, policies and/or procedures.
- 34 c. Compliance related training and/or education program and proof of completion.
- 35 d. Communication methods for reporting concerns to the Compliance Officer.
- 36 e. Methodology for conducting internal monitoring and auditing.
- 37 f. Methodology for detecting and correcting offenses.

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

7 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
8 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
9 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and
10 procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
11 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
12 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
13 CONTRACTOR's proposed Compliance Program and Code of Conduct contain all required elements to
14 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
15 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
16 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
17 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
18 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

1 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are
2 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
3 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
4 procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
19 Individuals relative to this Contract.

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

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

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

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

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

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

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

1
2 **VII. CONFLICT OF INTEREST**

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

11
12 **VIII. COST REPORT**

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

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

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

34 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
35 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the
36 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

37 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the

1 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
2 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
3 unreasonably denied.

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

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

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

23 D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR)
24 Statewide per Medi-Cal Unit of Service, as determined by the DHCS, shall be non-reimbursable to
25 CONTRACTOR.

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

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

31
32 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
33 documentation prepared by _____ for the cost report period beginning _____ and
34 ending _____ and that, to the best of my knowledge and belief, costs reimbursed through
35 this Contract are reasonable and allowable and directly or indirectly related to the services
36 provided and that this Cost Report is a true, correct, and complete statement from the books and
37 records of (provider name) in accordance with applicable instructions, except as noted. I also

hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____ "

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

1 Any attempted assignment or delegation in derogation of this paragraph shall be void.

2 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
3 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
4 new owners shall be required under the terms of sale or other instruments of transfer to assume
5 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
6 satisfaction of COUNTY.

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

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

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

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

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

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

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

37 D. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by

1 means of subcontracts, provided such subcontractors are approved in advance, in writing, by
2 ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity
3 under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in
4 writing by ADMINISTRATOR prior to the beginning of service delivery.

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

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

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

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

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

25 26 **XVII. DISPUTE RESOLUTION**

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

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

35 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
36 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
37 a written statement signed by an authorized representative indicating that the demand is made in good

1 faith, that the supporting data are accurate and complete, and that the amount requested accurately
2 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

18 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28 **XIII. EQUIPMENT**

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

1 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
2 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
3 according to GAAP.

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

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

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

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

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

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

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

32 **IXIV. FACILITIES, PAYMENTS AND SERVICES**

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

1 necessary for the provision of the services hereunder.

2 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
3 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed.
4 The reduction to the Amount Not To Exceed shall be in an amount proportionate to the number of days
5 in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or
6 supplies.

7 8 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

35 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
36 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
37 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,

1 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
2 Contract, agrees to all of the following:

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

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

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

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

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:

<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
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

1	Network Security & Privacy Liability	\$1,000,000 per claims made
2		
3	Professional Liability Insurance	\$1,000,000 per claims made
4		\$1,000,000 aggregate
5		
6	Sexual Misconduct Liability	\$1,000,000 per occurrence
7		

8 H. REQUIRED COVERAGE FORMS

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

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

13 I. REQUIRED ENDORSEMENTS

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

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

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

23 2. The Network Security and Privacy Liability policy shall contain the following
24 endorsements which shall accompany the COI:

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

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

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

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

37 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy

1 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
2 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
3 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
4 this Contract.

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

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

10 O. Insurance certificates should be forwarded to the department address specified in the
11 Referenced Contract Provisions of this Contract.

12 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
13 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
14 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

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

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

27 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

9 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
10 CONTRACTOR’s monthly invoice.

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

15 **X. INSPECTIONS AND AUDITS**

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

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

30 C. AUDIT RESPONSE

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

36 2. If the audit reveals that money is payable from one Party to the other, that is,
37 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to

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

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

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

15 **XI. LICENSES AND LAWS**

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

25 **B. CHILD SUPPORT OBLIGATIONS**

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

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

- 35 1. ARRA of 2009.
- 36 2. Trafficking Victims Protection Act of 2000.
- 37 3. WIC, Division 5, Community Mental Health Services.

- 1 4. WIC, Division 6, Admissions and Judicial Commitments.
- 2 5. WIC, Division 7, Mental Institutions.
- 3 6. HSC, §§1250 et seq., Health Facilities.
- 4 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 5 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 6 9. CCR, Title 17, Public Health.
- 7 10. CCR, Title 22, Social Security.
- 8 11. CFR, Title 42, Public Health.
- 9 12. CFR, Title 45, Public Welfare.
- 10 13. USC Title 42. Public Health and Welfare.
- 11 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 12 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 13 16. 42 USC §1857, et seq., Clean Air Act.
- 14 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 15 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 16 19. Policies and procedures set forth in Mental Health Services Act.
- 17 20. Policies and procedures set forth in DHCS Letters.
- 18 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 19 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 20 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 21 42 CFR, Section 438, Managed Care Regulations.

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

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

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

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

36 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
 37 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this

1 Contract must be approved in advance at least thirty (30) calendar days and in writing by
2 ADMINISTRATOR.

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

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

14 **XIX. MINIMUM WAGE LAWS**

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

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

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

30 **XX. NONDISCRIMINATION**

31 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

1 paragraph, discrimination includes, but is not limited to the following based on one or more of the
2 factors identified above:

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

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

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

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

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

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

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
4 state law, this Contract may be canceled, terminated or suspended in whole or in part and
5 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
6 state or COUNTY funds.

7 **XII. NOTICES**

8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
9 authorized or required by this Contract 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 Contract or as otherwise directed by
12 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 other expedited delivery service.

17 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
18 this Contract 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 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 Contract, any notice to be provided by COUNTY may be given by
26 ADMINISTRATOR.

27 **XXII. NOTIFICATION OF DEATH**

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

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

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

36 2. WRITTEN NOTIFICATION
37

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

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

7 c. When notification via encrypted email is not possible or practical, CONTRACTOR
8 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

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

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

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

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

22 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years

1 following discharge of the participant, client and/or patient.

2 F. 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. If
4 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
5 written approval to CONTRACTOR to maintain records in a single location, identified by
6 CONTRACTOR.

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

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

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

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

- 22 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
- 23 or site visit.
- 24 2. Provide auditor or other authorized individuals access to documents via a computer
- 25 terminal.
- 26 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
- 27 requested.

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

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

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

37

XXVI. RESEARCH AND PUBLICATION

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

XXVII. REVENUE

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

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

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

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

XXVIII. SEVERABILITY

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

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XXIX. SPECIAL PROVISIONS

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

1 purposes:

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

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

- 24 1. Funding travel or training (excluding mileage or parking).
- 25 2. Making phone calls outside of the local area unless documented to be directly for the
26 purpose of Client care.
- 27 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 28 4. Purchase of artwork or other items that are for decorative purposes and do not directly
29 contribute to the quality of services to be provided pursuant to this Contract.
- 30 5. Purchasing or improving land, including constructing or permanently improving any
31 building or facility, except for tenant improvements.
- 32 6. Providing inpatient hospital services or purchasing major medical equipment.
- 33 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
34 funds (matching).
- 35 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's Clients.

37

XXX. STATUS OF CONTRACTOR

1
2 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
3 wholly responsible for the manner in which it performs the services required of it by the terms of this
4 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
5 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
6 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
7 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
8 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
9 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
10 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
11 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
12 shall not be considered in any manner to be COUNTY's employees.

XXXI. TERM

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

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

XXXII. TERMINATION

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

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

- 33 1. The loss by CONTRACTOR of legal capacity.
- 34 2. Cessation of services.
- 35 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
36 another entity without the prior written consent of COUNTY.
- 37 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty

1 required pursuant to this Contract.

2 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
3 this Contract.

4 6. The continued incapacity of any physician or licensed person to perform duties required
5 pursuant to this Contract.

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

10 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
14 notice.

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

17
18 **XXXIII. THIRD PARTY BENEFICIARY**

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

21
22 **XXXIV. WAIVER OF DEFAULT OR BREACH**

23 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
24 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
25 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
26 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
27 Contract.

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SIGNATURE PAGE

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

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

BY:  94C5D4F5B2E54BC... DATED: 10/26/2023

TITLE: Chief Executive officer

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

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

BY:  9713A4061D4343D... DATED: 10/27/2023
DEPUTY

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

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EXHIBIT A
TO CONTRACT FOR PROVISION OF
MULTI-SERVICE CENTER SERVICES FOR HOMELESS ADULTS WITH MENTAL DISORDERS
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

b. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of

1 researchers or other credible individuals have endorsed the practice as worthy of attention based on
2 outcomes; and finally, it produces specific outcomes.

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

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

13 7. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile
14 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,
15 on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide
16 diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to
17 Mental Health Services.

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

21 9. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's
22 program for services under the Contract, who experiences chronic mental illness.

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

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

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

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

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

1
2 b. Data Certification means the process of reviewing State and COUNTY mandated
3 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the
4 data is accurate.

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

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

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

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

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

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

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

33 18. Full Service Partnership (FSP) means a type of program described by the State in the
34 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full
35 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and
36 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
37 will be established including the Client, psychiatrist, and PSC. Whenever possible, these

1 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social
2 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of
3 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.
4 Services will include, but not be limited to, the following: crisis management, housing services, twenty-
5 four (24) hours per day, seven (7) days per week intensive case management, community-based
6 wraparound recovery services, vocational and educational services, job coaching/developing, Client
7 employment, money management/representative payee support, Flexible Fund account for immediate
8 needs, transportation, illness education and self-management, medication support, co-occurring services,
9 linkage to financial benefits/entitlements, family and peer support, and supportive socialization and
10 meaningful community roles.

11 a. Client Services are focused on Recovery and harm reduction to encourage the highest
12 level of Client empowerment and independence achievable. PSCs will meet with the Client in their
13 current community setting and will develop a supportive relationship with the individual served.
14 Substance abuse treatment will be integrated into services and provided by the Client’s team to
15 individuals with a co-occurring disorder.

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

24 19. Housing Specialist means a specialized position dedicated to developing the full array of
25 housing options for their program and monitoring their suitability for the population served in
26 accordance with the minimal housing standards policy set by COUNTY for their program. This
27 individual also shall assist Clients with applications to low income housing, housing subsidies, senior
28 housing, etc.

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

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

36 22. Integrated Records Information System (IRIS) means a collection of applications and
37 databases that serve the needs of programs within COUNTY and includes functionality such as

1 registration and scheduling, laboratory information system, billing and reporting capabilities,
2 compliance with regulatory requirements, electronic medical records and other relevant applications.

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

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

11 25. Marriage and Family Therapist means an individual who meets the minimum professional
12 and licensure requirements set forth in CCR, Title 9, Section 625.

13 26. Medical Necessity means the requirements as defined in the ADMINISTRATOR MHP
14 Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
15 Impairment Criteria and Intervention Related Criteria.

16 27. Member Advisory Board means a member-driven board which shall direct the activities,
17 provide recommendations for ongoing program development, and create the rules of conduct for the
18 program.

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

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

25 b. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated
26 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse
27 disorders from the same practitioner or treatment team.

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

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

34 e. Medication Support Services means those services provided by a licensed physician,
35 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
36 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
37 symptoms of mental illness. These services also include evaluation and documentation of the clinical

1 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
2 to medication, as well as obtaining informed consent, providing medication education and plan
3 development related to the delivery of the service and/or assessment of the Client.

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

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

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

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

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

26 31. MHS means Mental Health Specialist and refers to an individual who has a bachelor's
27 degree and four years of experience in a mental health setting and who performs individual and group
28 case management studies.

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

31 33. MORS means a Recovery scale that COUNTY will be using for the adult mental health
32 programs in Orange County. The scale will provide the means of assigning Clients to their appropriate
33 level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is
34 ideally suited to serve as a Recovery-based tool for identifying the level of service needed by
35 participating members. The scale will be used to create a map of the system by determining which
36 milestone(s) or level of recovery (based on the MORS) are the target groups for different programs
37 across the continuum of programs and services offered by COUNTY.

1 34. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the
2 Client that he/she is not entitled to any specialty mental health service. The County of Orange has
3 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
4 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

12 37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
13 Services and may include activities that involve educating the community about the services offered and
14 requirements for participation in the programs. Such activities should result in CONTRACTOR
15 developing their own Client referral sources for the programs they offer.

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

20 39. Personal Health Information (PHI) means individually identifiable health information
21 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for
22 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received
23 by a covered entity and relates to the past, present, or future physical or mental health or condition of an
24 individual, provision of health care to an individual, or the past, present, or future payment for health
25 care provided to an individual.

26 40. Personal Services Coordinator (PSC) means an individual who will be part of a multi-
27 disciplinary team that will provide community based Mental Health Services to adults that are struggling
28 with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.
29 The PSC is responsible for clinical care and case management of assigned Client and families in a
30 community, home, or program setting. This includes assisting Clients with mental health, housing,
31 vocational and educational needs. The position is also responsible for administrative and clinical
32 documentation as well as participating in trainings and team meetings. The PSC shall be active in
33 supporting and implementing the program's philosophy and its individualized, strength-based,
34 culturally/linguistically competent and Client-centered approach.

35 41. Pharmacy Benefits Manager (PBM) means the organization that manages the medication
36 benefits that are given to Clients that qualify for medication benefits.

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1 42. Plan Coordinator means a MHS, CSW or MFT that provides mental health, crisis
2 intervention and case management services to those Clients who seek services in COUNTY operated
3 outpatient programs.

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

8 44. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social
9 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT
10 Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the
11 BBS.

12 45. Program Director means an individual who has complete responsibility for the day to day
13 function of the program. The Program Director is the highest level of decision making at a local,
14 program level.

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

18 47. Promotores means individuals who are members of the community who function as natural
19 helpers to address some of their communities’ unmet mental health, health and human service needs.
20 They are individuals who represent the ethnic, socio-economic and educational traits of the population
21 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
22 community’s needs.

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

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

27 50. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
28 one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and
29 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
30 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who is not involved in the
31 clinical care of the cases.

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

35 a. Community: Relationships and social networks that provide support, friendship, love,
36 and hope;

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

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

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

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

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

20 55. Token means the security device which allows an individual user to access COUNTY’s
21 computer based IRIS.

22 56. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
23 determining the annual Client liability for Mental Health Services received from COUNTY mental health
24 system and is set by the State of California.

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

31 58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland means a
32 Client self-help technique for monitoring and responding to symptoms to achieve the highest possible
33 levels of wellness, stability, and quality of life.

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

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II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budget, which are set forth for informational purposes only.

ADMINISTRATIVE COSTS

Indirect Costs	\$ 263,820
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SUBTOTAL ADMIN COSTS	\$ 263.820
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PROGRAM COSTS

Salaries	\$1,150,188
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Benefits	207,034
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Services & Supplies	751,288
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Subcontractor Costs	\$90,012
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SUBTOTAL PROGRAM COSTS	\$2,198,522
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TOTAL GROSS COSTS	\$2,462,342
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REVENUE

PATH	\$ 564,842
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SAMHSA	\$ 249,240
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COUNTY DISCRETIONARY	\$1,081,921
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MHSA	\$ 566,339
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TOTAL REVENUE	\$2,462,342
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AMOUNT NOT TO EXCEED	\$2,462,342
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B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Contract includes costs for two facilities, and Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

1 C. CONTRACTOR agrees that the amount of MHSa Medi-Cal Match is dependent upon, and
2 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,
3 unless authorized by ADMINISTRATOR.

4 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
5 provided pursuant to the Contract, CONTRACTOR may make written application to
6 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
7 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
8 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
9 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
10 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
11 behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

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

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

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

34 **III. PAYMENTS**

35 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
36 \$205,195 per month. All payments are interim payments only and are subject to Final Settlement in
37 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be

1 reimbursed for the actual cost of providing the services hereunder, provided, however, the total of such
2 payments does not exceed the Amount Not To Exceed as specified in the Referenced Contract
3 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to
4 COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
5 supplemental invoices for any month for which the provisional amount specified above has not been
6 fully paid.

7 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
8 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
9 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
10 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

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IV. REPORTS

1
2 A. CONTRACTOR shall maintain records and make statistical reports as required by
3 ADMINISTRATOR and the DHCS on forms provided by either agency.

4 B. FISCAL

5 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
6 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
7 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
8 in the Services Paragraph of this Exhibit A to the Contract. Such reports will also include actual
9 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR
10 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR
11 must request in writing any extensions to the due date of the monthly required reports. If an extension is
12 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

20 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
21 These reports shall contain required information, and be on a form acceptable to, or provided by,
22 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar
23 days following the end of the month being reported. CONTRACTOR must request in writing any
24 extensions to the due date of the monthly required reports. If an extension is approved by
25 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

26 D. PROGRAMMATIC

27 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
28 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
29 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter
30 being reported unless otherwise specified. Mental Health Programmatic reports will include the
31 following:

- 32 a. A description of CONTRACTOR's progress in implementing the provisions of this
33 Contract,
34 b. Report of placement and movement of Clients along the continuum of services using
35 guidelines for monthly report of the number of 5150 participants,
36 c. Voluntary and involuntary hospitalizations and special incidences,
37 d. Vocational programs, educational programs, including new job placements, Clients in

1 continuing employment.

2 e. Reporting of the numbers of Clients based upon their level of function in the MORs
3 Level system,

4 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition
5 to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes
6 in population served and reasons for any such changes.

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

10 h. Client demographics and other program statistics including number of clients receiving
11 services, referrals, admissions and discharges.

12 i. Performance outcome objective statistics related to service provision.

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

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

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

25 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
26 Reports Paragraph of this Exhibit A to the Contract.

27
28 **V. SERVICES**

29 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements
30 for the provision of Multi-Service Center Services for Homeless Adults with Mental Disorders for
31 exclusive use by COUNTY at the following location, or any other location approved, in advance, in
32 writing, by ADMINISTRATOR:

33 2416 South Main Street
34 Santa Ana, CA 92707

35 1. Multi-Service Center (MSC) facility shall:
36
37

1 a. Be sufficient to accommodate and serve up to an average of eighty (80) Clients per day
2 of operation, Monday through Friday. Capacity of the program may be modified in accordance with
3 State and COUNTY Guidelines, if required, and approved by ADMINISTRATOR.

4 b. Be clean and maintained in a manner appropriate for the contracted services being
5 provided.

6 c. Have a dayroom; a kitchen area for food storage and preparation; and adequate space
7 which can be used for groups, classes, pre-vocational activities, and other services/activities.

8
9 d. Have separate restrooms for men and women that are accessible to persons with
10 disabilities.

11 e. Have unisex showers available daily and are accessible to persons with disabilities to
12 allow Clients to maintain proper hygiene and grooming.

13 f. Have a laundry area to include at least two washers and two dryers available daily for
14 clothes washing.

15 g. Have ample and accessible parking, including spaces for persons with disabilities.

16 h. Be in a location that is easily accessible by public transportation and accessible to
17 persons with disabilities;

18 i. Provide daily supervised access to telephone and Internet usage for each Client in the
19 program, as necessary, in an effort to contact and/or assist homeless adults in reuniting with family
20 members, job search, research educational activities, and search for permanent housing opportunities;

21 j. Provide a resting area, separate for men and women, who have been awake outdoors
22 through the night; and

23 k. Provide a secure, locked storage area located in an area other than the main area for
24 Clients to keep their possessions during the time they are in the facility, or if they need to leave for short
25 periods of time.

26 l. Have hours of operation from 6:00 a.m. until 6:00 p.m., Monday through Friday;
27 however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless
28 adults with mental illness with approval from ADMINISTRATOR.

29 2. CONTRACTOR shall provide an unarmed, uniformed security guard five (5) days per week,
30 from 6:00 a.m. to 6:00 p.m. at the MSC. The security guard shall be available to assist staff in de-
31 escalation of any incidents within the program, as well as to ensure that Clients are not congregating in
32 parking areas at the program, or at neighboring businesses in the immediate vicinity of the MSC. The
33 security guard shall conduct rounds to neighboring businesses approximately every hour during program
34 operating hours to ensure any Clients of the MSC are not congregating at those businesses and
35 encouraging any non-members of the MSC to not loiter at those businesses.

36 3. CONTRACTOR shall periodically conduct fire drills at the MSC facility which shall
37 include, but not be limited to, testing of all smoke alarms, orderly evacuation of the premises, and

1 assembly of Clients and staff in a pre-designated location outside the MSC. Fire extinguishers shall be
2 periodically inspected and kept in proper working order at all times, and designated staff shall be
3 provided annual training on the proper use of the fire extinguishers.

4 4. CONTRACTOR shall designate a Safety representative to coordinate fire drills, smoke
5 alarm testing, fire extinguisher training, and any other training required for the safety and well-being of
6 all Clients and staff within the MSC program.

7 B. INDIVIDUALS TO BE SERVED – Homeless Mentally Ill Adults who are living in Orange
8 County, over 18 years of age, with a serious mental illness and who may also have a co-occurring
9 substance use disorder. Referrals will come from a number of sources, including but not limited to, the
10 following:

- 11 1. COUNTY contracted shelter bed providers;
- 12 2. Community outreach workers and MSC program community workers;
- 13 3. Community social service type agencies;
- 14 4. Consumer referrals and
- 15 5. Other programs as identified and authorized by COUNTY.

16 C. PROGRAM SERVICES – MULTI-SERVICE CENTER

17 1. Outreach Services – CONTRACTOR shall provide outreach services to homeless persons in
18 COUNTY who have a mental illness, and may also have a co-occurring substance abuse disorder and/or
19 are veterans, who could benefit from linkage to appropriate services.

20 2. Initial Interview – CONTRACTOR shall provide an initial interview within one (1) week of
21 first contact to determine if an individual is eligible for services and to determine the individual’s current
22 level of functioning and needs.

23 3. Health Assessment – CONTRACTOR shall complete a Health Assessment to screen for the
24 medical, mental health, and case management needs of the Client, and the eligibility of an individual to
25 receive services. CONTRACTOR shall examine each Client’s strengths, weaknesses, and resource needs
26 to establish an Individual Service Plan (ISP). The ISP records the Client’s level of psychosocial
27 impairment, substance abuse and physical health problems, support network availability, adequacy of
28 living arrangements, financial status, and employment status including employment potential and training
29 needs. Each ISP shall be reviewed and updated quarterly, at a minimum.

30 4. Case Management – CONTRACTOR shall provide services including, but not limited to,
31 providing assistance and support to Clients in developing their skills to gain access to needed medical,
32 behavioral health, housing, employment, social, educational, and other services essential to meeting basic
33 human services, in addition to providing linkages and training for the Client served in the use of basic
34 community resources, and monitoring of overall service delivery. CONTRACTOR shall perform
35 techniques related to Motivational Interviewing, and work with Clients within the tenets of the Recovery
36 Model, in order to elicit information, and engage with their Clients.

1 5. Food Services - On a daily basis, CONTRACTOR shall provide nutritious snacks and
2 refreshments; throughout the day, up to an average of eighty (80) Clients per day.

3 6. CONTRACTOR shall seek training from a qualified nutritionist, or equivalent, to assist with
4 the planning and development of nutritionally balanced snacks and refreshments to be served daily at the
5 program.

6 7. Health Inspections – CONTRACTOR’s Food Services provision shall be periodically
7 subject to health inspections by appropriate County of Orange authorities, and CONTRACTOR shall
8 maintain these services in accordance with all applicable laws and regulations.

9 8. Food Handling Certification – CONTRACTOR’s staff who are responsible for food
10 preparation and distribution are required to complete a certified food handling course and maintain such
11 certification at all times while working in the program.

12 9. Peer/Volunteer Counseling – Volunteers may be trained by professionals to counsel Clients
13 in a self-help approach to increase Clients’ readiness for treatment. The peer/volunteers' training,
14 combined with similar life experiences, will enable Peer/Volunteer counselors to help Clients cope with a
15 range of common concerns.

16 10. Field Case Management Services

17 a. General Population - CONTRACTOR shall provide field case management services to
18 homeless persons in Orange County who have a mental health disorder, and may also have a co-
19 occurring substance use disorder, who could benefit from MSC services and/or referral and linkage to
20 appropriate community medical, behavioral health or other necessary services. CONTRACTOR shall
21 embed in their services techniques on Evidence Based Practices (EBP) such as Trauma-Informed Care,
22 Motivational Interviewing, and Critical Time Intervention, which are useful to those working with
23 individuals experiencing homelessness. CONTRACTOR shall provide ongoing trainings to staff to
24 increase the effectiveness of the community’s outreach, in-reach, and engagement efforts.

25 b. Veteran Population - CONTRACTOR shall provide field case management services to
26 homeless persons in Orange County, specifically geared toward veterans of the armed forces, who could
27 benefit from linkage to appropriate services and to the Veteran’s Administration or the Veteran’s
28 Hospital Long Beach for medical, psychiatric, benefits acquisition or other needed services.
29 CONTRACTOR shall make space available in their program for visiting or collaborating agency
30 community outreach representatives, as necessary, for coordination of services.

31 11. Referrals - CONTRACTOR shall provide assistance to Clients in obtaining and coordinating
32 social and maintenance services including: daily living activities; transportation services; habilitation and
33 rehabilitation services; housing services; pre-vocational and vocational services; educational services;
34 medical services; veteran services; and income support services.

35 12. Support for Short Term Housing – CONTRACTOR shall provide support for COUNTY’s
36 Short Term Housing (Shelter Bed) Program by:
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1 a. Providing space at the MSC facility for COUNTY staff to provide Short Term Housing
2 Shelter coordination services.

3 b. Keeping COUNTY apprised of issues and/or concerns related to COUNTY contracted
4 Short Term Housing facilities.

5 13. Transportation – CONTRACTOR shall provide transportation for Clients to and from
6 emergency Short-Term Housing facilities (Shelter Beds) on an as needed basis, General Relief and
7 Supplemental Security Income (SSI) offices, non-emergency medical and mental health services, and
8 other service providers as necessary. CONTRACTOR shall provide assistance with mapping and
9 accessing public transportation for Clients. Bus passes shall also be made available on an as needed
10 basis, and CONTRACTOR shall offer bus passes and/or provide transportation to Clients at the end of
11 the program day, to return them to their place of residence, as required. All bus passes shall be
12 maintained in a secure location, and disbursement of bus passes shall be kept in a formal record keeping
13 log and made available to ADMINISTRATOR upon request.

14 14. Independent Housing Fund (IHF) Program Services

15 a. CONTRACTOR is responsible for:

- 16 1) Managing funds allocated by COUNTY for IHF;
- 17 2) Preparing checks as requested by ADMINISTRATOR;
- 18 3) Notifying ADMINISTRATOR when checks are ready for disbursement;
- 19 4) Maintaining records of IHF expenditures;
- 20 5) Providing reports on IHF account activity monthly or as requested;
- 21 6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt;

22 and

23 7) Meeting monthly to reconcile CONTRACTOR records with ADMINISTRATOR
24 records.

25 b. ADMINISTRATOR shall screen applicants, select applicants, and coordinate the IHF
26 Program.

27 15. Vocational and Pre-Vocational Services

28 a. CONTRACTOR shall offer work adjustment and vocational services for those Clients
29 able to work, including job referrals for day labor, part-time, full-time, and permanent employment.

30 b. CONTRACTOR shall offer pre-vocational programs designed for lower functioning
31 Clients, including cleaning duties, sorting clothes, food preparation and serving, bagging food, and
32 maintaining shower and laundry schedules.

33 c. CONTRACTOR shall develop and utilize a job activity board. The board will be
34 updated with assigned jobs for Clients on a daily basis.

35 16. Linkage to Behavioral Health Services

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1 a. CONTRACTOR shall provide case management services to homeless persons in Orange
2 County who have mental health and/or substance abuse disorders and require linkage to appropriate
3 services.

4 b. CONTRACTOR shall refer Clients, as appropriate, and track linkages with COUNTY
5 Behavioral Health Services, recovery homes, and other substance abuse providers in the community.

6 c. CONTRACTOR shall meet regularly with ADMINISTRATOR to review established
7 linkage procedures to all available services.

8 17. Housing Services – CONTRACTOR shall provide housing services to assist homeless
9 mentally ill adults, including those at risk of becoming homeless, in evaluating, locating, and
10 maintaining, safe permanent housing in the community. CONTRACTOR shall:

11 a. Coordinate housing services with ADMINISTRATOR’s Plan Coordinators;

12 b. Develop, maintain, and post a list of housing resources for Clients from information that
13 is available to the public; and

14 c. Provide support services to maintain independent living for Clients who have secured
15 housing.

16 18. Benefits Assistance – CONTRACTOR shall assist Clients with benefits assessment,
17 problem-solving, and/or acquisition (SSI, SSDI, etc.).

18 19. Substance Use Disorder (SUD) Services – Provide a space for SUD Services, which may
19 include, but not be limited to, a room for private individual, group meetings, and 12-Step or similar group
20 meetings.

21 20. Medical Services – CONTRACTOR shall provide initial Assessments of general medical
22 status and maintain the ability to provide basic wound care or refer to another facility as needed.

23 21. Employment and Vocational Training Services – CONTRACTOR shall facilitate pre-
24 employment and employment activities that may include, but are not limited to: job preparedness groups
25 and individual evaluation; assistance with locating employment; skills identification; resume writing;
26 dressing for success; interviewing and follow-up techniques and practice; job search including attendance
27 at job fairs; job coaching; and other activities focused on attaining and maintaining employment. Some
28 or all vocational services may be provided onsite by CONTRACTOR or another provider with
29 appropriate qualifications.

30 22. Educational Services – CONTRACTOR shall provide, or cause to be provided, educational
31 opportunities appropriate to this population such as stigma elimination, education on common mental
32 illnesses, recovery principles, health and wellness classes, and assistance to continue formal or technical
33 education. One (1) to two (2) opportunities shall be made available daily.

34 23. Showers, Clothing, Laundry – CONTRACTOR shall provide showers, changing areas, a
35 change of clothes, and access to a washer and dryer to homeless Clients who have a need for them.

1 24. Mailing Address – CONTRACTOR shall establish a mailing address for Clients that need an
2 address in order to receive SSI or other benefits. CONTRACTOR shall develop a system to protect and
3 distribute the mail that is received at this address.

4 D. WORKLOAD STANDARDS - CONTRACTOR shall provide approximately twenty thousand
5 eight hundred (20,800) units of service, which shall be achieved by serving a daily average of eighty (80)
6 persons per day each day at the MSC location, or any other COUNTY approved location, during the term
7 of the Contract.

8 E. PROGRAM OBJECTIVES - CONTRACTOR shall, at a minimum, track and monitor the
9 following activities:

10 1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral
11 Health clinics, Mental Health Services Act (MHSA) FSP programs, VA Mental Health and health related
12 services and other community based mental health and other resources.

13 2. The total number of both duplicated and unduplicated Clients served by the MSC program,
14 including but not limited to: Field case management, Housing, Veteran's, and Pre-Vocational Services.

15 3. The total number of Veteran contacts for the MSC program, Veterans enrolled in the MSC
16 program, and enrolled Veteran's linked to Veteran's Administrative services.

17 4. The total number of community worker field contacts including both duplicated and
18 unduplicated Clients, for the MSC program.

19 5. The total number of Clients who have obtained employment through the MSC program.

20 6. The total number of Clients who have utilized showers and obtained clothing through the
21 MSC program.

22 7. The total number of Clients who have utilized mail services at the MSC program.

23 8. The total number of Clients, both duplicated and unduplicated, who have been transported to
24 shelter beds from the MSC program; the total number of Clients, both duplicated and unduplicated, who
25 have been transported to behavioral health, medical services, and other community resources; and those
26 MSC Clients requiring transportation to their place of residence at the end of the program day.

27 9. The total number of bus passes provided to Clients from the MSC program.

28 10. The total number and type of in-service trainings provided to CONTRACTOR's staff.

29 11. The total number and type of psychosocial groups provided by CONTRACTOR.

30 12. The total number of interns/volunteers utilized to assist in providing services identified in
31 this Exhibit A to the Contract.

32 13. The type and dollar amount of donations accepted by the MSC program.

33 14. The total number of Clients who used laundry services at the MSC program.

34 15. The total number of Clients who received snacks and refreshments at the MSC program.

35 16. The total number of Clients who received nursing consultations, assessments, basic nursing
36 care, referrals, and linkage to medical care services for the MSC program.

37

1 17. The total number of nursing activities related to health prevention outreach, and well-being
2 groups.

3 F PERFORMANCE OUTCOMES – During the term of the Contract, CONTRACTOR shall
4 achieve performance outcomes and track performance outcome statistics in monthly programmatic
5 reports. Performance Outcomes may include, but not be limited to:

6 1. CONTRACTOR shall refer a minimum of two thousand (2,000) Clients from the MSC
7 program to other supportive service agencies for one time and ongoing assistance. Such services shall
8 include, but are not limited to: behavioral health services; drug and alcohol services; medical and health
9 related services; food; identification cards; bus passes; and legal services;

10 2. CONTRACTOR shall provide field case management to, and enroll a minimum of one
11 hundred twenty (120) veteran Clients and link a minimum of seventy-five (75) veteran Clients to
12 Veteran's Affairs (VA) resources, including VA Mental Health services;

13 3. CONTRACTOR's MSC program shall link a minimum of one hundred (100) unduplicated
14 Clients to their initial meeting with COUNTY Behavioral Health clinics, MHSA Full Service Partnership
15 programs and other community mental health resources;

16 4. CONTRACTOR shall refer up to one hundred fifty (150) Clients to the MSC housing
17 program and successfully link seventy-five (75) Clients to housing;

18 5. CONTRACTOR's MSC program shall provide pre-vocational services to one hundred fifty
19 (150) Clients and successfully assist thirty (30) Clients in attaining competitive employment; and

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

27 G. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved
28 by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

29 H. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved
30 by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff
31 training to address neighbor complaints, and a resolution process.

32 I. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
33 Subparagraph C. of the Compliance Paragraph of the Contract.

34 J. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
35 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's
36 standard of care, P&P's, documentation standards and any state regulatory requirements.

37

1 K. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room
2 and board list compiled and maintained based upon Client experience and utilization.

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

8 M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
9 welfare of Clients, including but not limited to, serious physical harm to self or others, serious
10 destruction of property, and developments, which may raise liability issues with COUNTY, and shall
11 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality
12 or accessibility of Client related services provided under the Contract, as set forth in the Notices
13 Paragraph of the Contract.

14 N. ADMINISTRATOR will assist CONTRACTOR in monitoring CONTRACTOR's program to
15 ensure compliance with workload standards and productivity.

16 O ADMINISTRATOR will monitor CONTRACTOR's completion of corrective action plans.

17 P. ADMINISTRATOR will monitor CONTRACTOR's compliance with P&P.

18 Q. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines
19 and standards. CONTRACTOR shall ensure that all chart documentation is completed within the
20 appropriate timelines.

21 R. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR, including but not
22 limited to:

23 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance
24 issues including, but not limited to, whether the program is or is not progressing satisfactorily in
25 achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory
26 progress, compliance with P&P, review of statistics and clinical services. The frequency of management
27 meetings may be adjusted on an as needed basis;

28 2. Staff training for individuals conducted by ADMINISTRATOR; and

29 3. Other staff training as requested by ADMINISTRATOR.

30 S. CONTRACTOR shall develop all requested and required program specific P&P, and provide to
31 ADMINISTRATOR for review, input, and approval, prior to training staff on said P&P and prior to
32 accepting any Client admissions to the program.

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

35 VI. STAFFING

36 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
37 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be

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

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

13 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 14 any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

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

PROGRAM	<u>FTE</u>
Program Director	1.00
Assistant Program Director	1.00
Back to Work Specialist	1.00
Case Manager	7.00
Outreach Counselor	2.00
Data Analyst	1.00
Dual Diagnosis Specialist	1.00
Facilities Coordinator	1.00
Facilities Assistant	1.00
Program Assistant	1.00
Regional Clinical Supervisor	0.50
Housing Specialist	1.00
Registered Nurse	1.00

Homeless Veteran Service Lead	1.00
Homeless Veteran Outreach Worker	1.00
Subcontractor	<u>1.50</u>
TOTAL PROGRAM FTEs	23.00
TOTAL CONTRACT FTEs	23.00

F. CONTRACTOR may augment the above paid staff with volunteers upon written approval of ADMINISTRATOR.

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

H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Contract. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.

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

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

1 J. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
2 conduct research activity on Clients without obtaining prior written authorization from
3 ADMINISTRATOR.

4 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Staffing Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 MULTI-SERVICE CENTER SERVICES FOR HOMELESS ADULTS WITH MENTAL DISORDERS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 9 JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

4 B. DEFINITIONS

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

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

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
12 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
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 Subparagraph a. of this definition, an acquisition, access, use, or
23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
24 unless CONTRACTOR demonstrates that 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
34 45 CFR § 164.501.

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

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

1 Privacy Rule in 45 CFR § 164.501.

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

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

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

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

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

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

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

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

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

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

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

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

31 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 3. Audit Controls

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

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

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

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

14 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

36 2) A description of the types of Unsecured PHI that were involved in the Breach (such
37 as whether full name, social security number, date of birth, home address, account number, diagnosis,

1 | disability code, or other types of information were involved);

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

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

6 | 5) Contact procedures for Individuals to ask questions or learn additional information,
7 | which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

8 | 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
9 | 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
10 | COUNTY.

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

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

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

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

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

32 | **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

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

37 | a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,

1 for the proper management and administration of CONTRACTOR.

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

5 1) The Disclosure is required by law; or

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

11 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
12 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
13 CONTRACTOR.

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

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

18 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
19 required by law.

20 H. PROHIBITED USES AND DISCLOSURES

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

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

30 I. OBLIGATIONS OF COUNTY

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

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

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

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
 2 TO THE CONTRACT FOR PROVISION OF
 3 MULTI-SERVICE CENTER SERVICES FOR HOMELESS ADULTS WITH MENTAL
 4 DISORDERS
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 9 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 10 JANUARY 1, 2024 THROUGH DECEMBER 31, 2024
 11

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

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

15 A. DEFINITIONS

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

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

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

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

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

26 6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose
27 unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of
28 this provision, identity shall include, but not be limited to, name, identifying number, symbol, or
29 other identifying particular assigned to the individual, such as a finger or voice print, a photograph
30 or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other
31 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
35 use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited
36 to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a
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1 governmental or tribal inspector general, or an administrative body authorized to require the
2 production of information, and a civil or an authorized investigative demand. It also includes
3 Medicare conditions of participation with respect to health care providers participating in the
4 program, and statutes or regulations that require the production of information, including statutes
5 or regulations that require such information if payment is sought under a government program
6 providing public benefits.

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

11 B. TERMS OF AGREEMENT

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

17 2. Responsibilities of CONTRACTOR

18 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
 TO THE CONTRACT FOR PROVISION OF
 MULTI-SERVICE CENTER SERVICES FOR HOMELESS ADULTS WITH MENTAL DISORDERS
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

GOOD NEIGHBOR POLICY:

It is the policy of the Multi-Service Center to develop and actively maintain strong, positive relations and communications with neighboring businesses, residents, and the local community by minimizing disruption or disturbances to the neighborhood and being available for dialogue as needed.

SCOPE:

This policy applies to all employees, members, and visitors of the Mental Health Association of Orange County (MHA) Multi-Service Center (MSC).

PROCEDURES:

1. As needed, the Program Director (or designee) will approach neighboring businesses and residences to introduce the MSC as a supportive services center for homeless adults with a mental illness.

a. The neighbors will be given a business card with the cell phone number of the Program Director and instructions to call during business hours Monday through Friday from 6AM to 6PM if they have any questions or concerns regarding the MSC.

b. Neighbors may be invited to take a guided tour of the MSC.

c. The Program Director (or designee) will provide on-going periodic contacts with neighbors to maintain good relationships and open communication.

2. The Program Director will assign staff as well as encourage members to maintain cleanliness of the exterior space around the MSC, particularly the designated smoking area, and to monitor the demeanor of any congregating members around the property.

a. Staff may supervise the members of the Building and Maintenance Work Unit in cleaning the exterior of the building, especially the smoking area.

b. The MSC will provide ash containers for the designated smoking area, and it will be checked and cleaned regularly to prevent build-up of ashes or other debris.

c. Staff will regularly check on the designated smoking area or other areas of member

1 congregation to promote appropriate noise level and behavior in the exterior locale.

2 3. Members are expected to conduct themselves in a manner that is not disruptive or
3 disturbing to the neighborhood.

4 a. Members will be informed of this expectation during their orientation to the MSC
5 membership.

6 b. The expectation of appropriate behavior will be reinforced at Community Meetings as
7 needed.

8 c. Individual members who are disruptive will be reminded of the expectation that they do not
9 disturb others; if behavior persists or is a repeated problem, the member will be temporarily exited from
10 the MSC for a specific period of time, depending on the nature and severity of the behavior.

11 4. See Appendix A for the Good Neighbor Doctrine.

12 **APPENDIX A**

13 **Good Neighbor Doctrine**

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16 **Good Neighbor Guidelines:**

17 I
18 1. The Program Director of the Homeless Multi-Service Center and Homeless Outreach
19 Team is available via cell phone to assist the community in dealing with homeless
20 individuals Monday through Friday from 9:30 a.m. until 6:00 p.m. MHA works in
21 conjunction with existing park and school security provided through Santa Ana Police
22 Department and in collaboration with the County of Orange HCA County Outreach and
23 Engagement Team.

24 2. Clients attending the Multi-Service Center program located at 2416 S. Main Street in Santa
25 Ana are required to behave appropriately within the building as well as to and from the
26 building. Individual and community meetings occur daily to reinforce this expectation in
27 order to receive services. Clients who do not fully comply are "exited" from the program
28 for a period of time and until they are willing to behave appropriately.

29 3. MHA has extended its hours of operation during the cold weather months (November 25
30 through March 30) to allow clients who sleep at the cold weather shelter to board buses to
31 the shelter. In addition, as many clients as possible who need additional services and/or
32 overnight shelter are transported by staff using one or more of the three multi-Services
33 Center program vans at the end of the program day.

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35 4. MHA has added eight (8) security cameras mounted on the roof to monitor client behavior
36 prior to entering or leaving the facility to ensure appropriate behavior in the community.
37 Increased parking lot lighting was added in 2019.

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- 5. MHA has a "zero tolerance" policy for illegal behavior and has established a strong, proactive working relationship with Santa Ana Police Department.
- 6. MHA has established strict guidelines for clients and even minor violations are deemed sufficient for removal from the program. (See attached social agreement).
- 7. The MHA Board President and Chief Executive Officer, along with other pertinent managers, have made themselves available to dialogue with local businesses and the community as needed.
- 8. At the request of a local community association and the local business owners in 2004, no trespassing signage and ordinance were implemented through the Santa Ana Police Department after hours.
- 9. Aggressive graffiti removal program and regular exterior touch up painting is ongoing.
- 10. Nursing staff and students at the MSC provide basic assessment and wound care as well as coordinate with the public nursing office to obtain and provide free Flu shots and Hepatitis shots which serves as a health and safety benefit to these individuals as well as to the local community.
- 11. Following discussions with the local community associations and the local business owners and at their request, security guards were added. In 2019, at the request of local businesses, the County of Orange HCA and the Board of Supervisors, programming and security guards were expanded to (12) twelve hours per day, (5) five days per week to monitor the MHA parking lot and neighboring business parking lots providing 30-minute rounds to the neighboring businesses and parking lots. In 2021, programming and security guards returned to five (5) days a week at eleven (11) hours per day to ensure before and after coverage.
- 12. A Good Neighbor Advisory Committee was established and maintained to enhance community relations and bring information of any strengths and concerns from the neighborhood or city about operation or program of MHA. The operations, management, and program of MHA are governed by Orange County HCA and the Orange County Board of Supervisors; input by the Committee is considered advisory.

Multi-Service Center

Social Agreements

Safety

- **I will** alert staff to handle a situation with other members and **agree** to follow staff direction.
- **I understand** bringing any weapons, drugs, or paraphernalia into the MSC is not allowed.
- Use of drugs or alcohol is not permitted on MSC property, including unopened containers of alcohol and will result in an exit.
- **I will** be respectful of those who share my community (members, visitors, staff), which includes:
 - I will **NOT** be engaging in verbally or physically aggressive behavior.
 - I will **NOT** bully members and/or staff verbally, physically, or electronically.
 - I will **NOT** engage in any sort of harassment including sexual harassment.
- **I agree** any offensive, aggressive, or violent behaviors will not be tolerated (i.e., Yelling-verbal threats, inappropriate gestures, racial remarks, physical harm, or sexual harassment) and will result in an exit.

Eating/Clean-up

- I may bring in food and eat it in the MSC; it is my responsibility to clean-up after myself.
- Snacks are provided; it is my responsibility to dispose of my trash after eating.
- I agree to **NOT** take snacks outside of the MSC to give to other people.
- I will **NOT** take food/drinks inside the shower or bathrooms, at any time.

Expected Behavior

- **I agree** to wipe off my hands, before getting a chair, putting my stuff away and utilizing any other services (1 chair per person).
- **I will** follow social distancing practices and avoid physical contact (i.e., kissing, cuddling) or inappropriate fraternization (i.e., unwanted advances, flirting) with members or staff (i.e., employees, volunteers, interns), and remain 6 feet from everyone.
- **I agree** to not panhandle here or at any local stores.
- **I agree** to no selling or exchanging of any items with peers or staff.
 - **I understand** stealing or going through other members' belongings is not allowed and will result in an exit.

- 1 ○ **I agree** to wear appropriate clothing, including shoes (i.e., no short shorts, no open shorts
2 or low-cut shirts, or exposed rear).
- 3 ○ **I agree** not to eat over the food table and I agree to use utensils provided and to clean up
4 after myself.
- 5 ○ **I agree** for confidentiality reasons, guests are not allowed to stay on property. Guests must
6 pick/drop off and then leave the premise immediately.
- 7 ○ **I agree** for confidentiality reasons, I will not use any cameras (including video, including the
8 ones on cell phones) at MHA Multi Service Center.
- 9 ○ **I agree** I may not have access to certain resources (i.e., razors, socks, clothing, bus passes) if I
10 receive income, and I must ask my counselor for exceptions.
- 11 ○ **I agree** to use earbuds or headphones when listening to an audio device, so that it can't be heard
12 by other members or staff.

Belongings

- 16 ○ **I agree** to take my belongings when I leave the MSC and take responsibility for all the personal
17 property I bring. All property must be taken with me anytime I leave the MSC (including but not
18 limited to bicycles, baskets, bags, and luggage). Items are discarded daily. MHA is not
19 responsible for members' property.
- 20 ○ **I agree** to place all belongings that do not fit under my chair in the storage room. The Storage
21 room will be open when the MSC opens at 6:30am. I can request to access the storage room at
22 any time by asking the front desk. The storage room will be opened at 4pm and left unattended so
23 members can obtain their items in preparation for closure at 4:30pm.
- 24 ○ **I understand** that the items I bring into the MSC may be searched.
- 25 ○ **I will not** sort my bags in the storage room.
- 26 ○ **I will not** bring shopping carts on property (includes parking lot and neighbors' property) at any
27 time.

Service Animal Policy

- 30 ○ I agree that my service animal must be harnessed, leashed, or tethered, and that I will maintain
31 control of my service animal either by voice command, signaling, or other such controls.
- 32 ○ I understand that I may be asked to remove my service animal if the animal is causing a
33 disruption to the program (animal's behavior poses a direct threat to the health or safety of
34 others).
- 35 ○ I understand I may be asked what service my animal provides.

- 1 ○ I understand that my service animal is not allowed on tabletops, countertops, or furniture.
- 2 ○ I understand that I am responsible for providing care and food for my service animal.

Designated Areas

- 5 ○ **I agree** to only smoke/vape in the **designated area only** (bench in parking lot); igniting ANYTHING, is not permitted at MHA or neighbors’ properties. Violation of this will result in an exit.
- 8 ○ **I agree** to not sleep/sit on the floor, sleep/put my feet up on benches and not to sleep in my car(s) when I am on MHA property.
- 10 ○ **I agree** not to sit in any car and/or hang out by cars during and after MSC operating hours. (a chain is put up at the end of the day until opening the next day).
- 13 ○ **I agree** not to obstruct doorways, halls, or walkways and emergency exits.
- 14 ○ **I agree** not to bird bathing, shave my hair, or body, nor dye my hair in restroom at any time.
- 16 ○ **I agree** not to occupy the restroom stalls for other purposes than what it is intended for (using the toilet or changing my clothes).
- 18 ○ Open flames, such as lighting a match or using a lighter, is not permitted in the restroom or within the MSC and will result in an exit.
- 20 ○ **I agree** not to sit in the group area (other side of the wall) without prior authorization.
- 22 ○ **I agree** to respect others’ space, maintain social distancing, and not reach over the front desk, loiter around the front desk, staff offices, or kitchen window.

Good Neighbor Policy

It is the policy of the Multi-Service Center to maintain strong, positive relations, and communications with neighboring businesses, residents, and the local community by minimizing disruption or disturbances to the neighborhood. As such, membership at the MSC requires me: (1) not to loiter in the area at ANY TIME, (2) not to litter in the area at ANY TIME, (3) not to use drugs or alcohol in the area at ANY TIME and (4) not to engage in any bad acts, such as criminal behavior, at ANY TIME.

- 29 ○ I agree to follow the “Good Neighbor Policy” and not loiter or hangout at surrounding businesses (i.e., CVS, Builders’ Surplus parking lot, Pipe Supply, etc.). I understand I will be exited if I am warned and refuse to leave.
- 32 ○ I agree not to be on MHA property outside of opening hours / business hours. This includes utilizing the thrift store.
- 35 ○ **I agree** to behave appropriately within the building as well as when I go to and from the building. Announcements occur daily to reinforce this expectation to receive services. I will be exited from the program if I do not fully comply.

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- I **understand** that there are eight (8) security cameras mounted on the roof to monitor the facility.
- I **understand** that MHA has a “zero tolerance” policy for illegal behavior.

By signing the Social Agreements, I agree to abide by the rules of the Multi-Service Center. In addition, I acknowledge and understand that there are other agreements/rules that may not be included in this form but will be enforced depending if the situation at the time is deemed inappropriate. If I am suspected of breaking one or more of the Multi-Service Center rules, I will be exited for a length of time determined by the Exit Guidelines.

Name (please print clearly): _____

Signature: _____

Date: _____