

~~AMENDMENT NO. 3
TO
AGREEMENT NO. MA-042-18010156
FOR
Children’s Crisis Residential Services~~

~~This Amendment (“Amendment No. 3”) to Agreement No. MA-042-18010156 for Children’s Crisis Residential Services is made and entered into on September 1, 2020 (“Effective Date”) between Waymakers (“Contractor”), with a place of business at 980 Catalina Street, Laguna Beach, CA 92651; 7291 Talbert Avenue, Huntington Beach, CA 92648; and 14632 Yorba Street, Tustin, CA 92780, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

~~**RECITALS**~~

~~WHEREAS, the Parties executed Agreement No. MA-042-18010156 (“Agreement”) for Children’s Crisis Residential Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$11,180,193, renewable for two additional one-year terms; and~~

~~WHEREAS, the Parties executed Amendment No. 1 to amend specific terms and conditions in the Agreement: changing Contractor’s name to new name known as Waymakers; Exhibit A, Paragraph II. Budget, line item modifications; and Paragraph VI. Staffing, modifying staffing patterns; and~~

~~WHEREAS, the Parties executed Amendment No. 2 to amend Paragraph IV., VI., X., IVX., and XXIV. of the Agreement and Exhibit A of the Agreement, and to renew the Agreement for a one-year term, effective July 1, 2020 through June 30, 2021, for County to continue receiving and Contractor to continue providing the services set forth in the Agreement in an amount not to exceed \$3,726,731 for the renewal term, with a revised total not to exceed amount of \$14,906,924.~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Paragraph IV., Staffing, of Exhibit A of the Agreement, for staffing pattern changes with zero dollar increase to the total not to exceed amount of \$14,906,924.~~

~~**AMENDMENT NO. 4**
TO
CONTRACT NO. MA-042-18010156
FOR
Children’s Crisis Residential Services~~

~~This Amendment (“Amendment No. 4”) to Contract No. MA-042-18010156 for Children’s Crisis Residential Services is made and entered into on July 1, 2021 (“Effective Date”) between Waymakers (“Contractor”), with a place of business at 980 Catalina Street, Laguna Beach, CA 92651; 7291 Talbert Avenue, Huntington Beach, CA 92648; and 14632 Yorba Street, Tustin, CA 92780, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with~~

1 a place of business at 405 W. 5th Street, Suite 600, Santa Ana, CA 92701. Contractor and County may
2 sometimes be referred to individually as "Party" or collectively as "Parties"

3 **RECITALS**

4 WHEREAS, the Parties executed Contract No. MA-042-18010156 ("Contract") for Children's
5 Crisis Residential Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed
6 \$11,180,193, renewable for two additional one-year terms; and

7 WHEREAS, the Parties executed Amendment No. 1 to amend the Contractor's name to
8 Waymakers and to amend Exhibit A for revisions to budget and staffing with no resulting increase to the
9 Contract's amount not to exceed; and

10 WHEREAS, the Parties executed Amendment No. 2 to amend Paragraph IV., VI., X., IVX., and
11 XXIV of the Contract and Exhibit A of the Contract and to renew the Contract for one year, effective July
12 1, 2020 through June 30, 2021, in an amount not to exceed \$3,726,731 for the renewal term, for a
13 revised cumulative total amount not to exceed of \$14,906,924; and

14 WHEREAS, the Parties executed Amendment No. 3 to amend the Contract to make a staffing
15 pattern correction with no resulting increase to the Contract's amount not to exceed; and

16 WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph VI. and
17 Exhibit A of the Contract, to add Paragraph XXXI. and Exhibit D to the Contract, and to renew the
18 Contract for one year for County to continue receiving and Contractor to continue providing the services
19 set forth in the Contract.

20 NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

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REFERENCED CONTRACT PROVISIONS

~~Term: July 1, 2020 through June 30, 2021~~

~~Maximum Obligation: \$3,726,731~~

Term: January 1, 2017 through June 30, 2022

Period One means the period from July 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

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

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

Amount Not To Exceed:

Period One Amount Not to Exceed: \$ 3,726,731

Period Two Amount Not To Exceed: 3,726,731

Period Three Amount Not To Exceed: 3,726,731

Period Four Amount Not to Exceed: 3,726,731

Period Five Amount Not To Exceed: 3,726,731

TOTAL AMOUNT NOT TO EXCEED: \$18,633,655

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 12-673-5729

CONTRACTOR TAX ID Number: 95-3167866

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Community Service Programs, Inc.
1221 East Dyer Road, Suite 120

Santa Ana, CA 92705
Ronnetta Johnson, Executive Director
EMAIL: rjohnson@cspinc.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 Agreement:

- 17 A. ARRA American Recovery and Reinvestment Act
- 18 B. BHS Behavioral Health Services
- 19 C. CCC California Civil Code
- 20 D. CCR California Code of Regulations
- 21 E. CEO County Executive Office
- 22 F. CFR Code of Federal Regulations
- 23 G. CHPP COUNTY HIPAA Policies and Procedures
- 24 H. COI Certificate of Insurance
- 25 I. CRS Crisis Residential Services
- 26 J. CSW Clinical Social Worker
- 27 K. DD Dual Diagnosis
- 28 L. D/MC Drug/Medi-Cal
- 29 M. DHCS Department of Health Care Services
- 30 N. DRS Designated Record Set
- 31 O. DSH Direct Service Hour
- 32 P. ePHI Electronic Protected Health Information
- 33 Q. EPSDT Early Periodic Screening, Diagnosis, and Treatment
- 34 R. FSP/W Full Service Partnership/Wraparound
- 35 S. GAAP Generally Accepted Accounting Principles
- 36 T. HCA Health Care Agency
- 37 U. HHS Health and Human Services

1	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
2		Law 104-191
3	W. HSC	California Health and Safety Code
4	X. IRIS	Integrated Records and Information System
5	Y. ISO	Insurance Services Office
6	Z. LCSW	Licensed Clinical Social Worker
7	AA. LPT	Licensed Psychiatric Technician
8	AB. LVN	Licensed Vocational Nurse
9	AC. MFT	Marriage and Family Therapist
10	AD. MHP	Mental Health Plan
11	AE. MHSA	Mental Health Services Act
12	AF. MIHS	Medical and Institutional Health Services
13	AG. NOA-A	Notice of Action
14	AH. NPI	National Provider Identifier
15	AI. NPP	Notice of Privacy Practices
16	AJ. OIG	Office of Inspector General
17	AK. OMB	Office of Management and Budget
18	AL. OPM	Federal Office of Personnel Management
19	AM. PC	State of California Penal Code
20	AN. PHI	Protected Health Information
21	AO. PII	Personally Identifiable Information
22	AP. PRA	Public Record Act
23	AQ. QIC	Quality Improvement Committee
24	AR. SIR	Self-Insured Retention
25	AS. SSA	Social Services Agency
26	AT. TAY	Transitional Age Youth
27	AU. TBS	Therapeutic Behavioral Services
28	AV. USC	United States Code
29	AW. WIC	State of California Welfare and Institutions Code
30	AX. WOC	Wraparound Orange County

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement 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 Agreement, which has
2 been formally approved and executed by both parties.

3 4 **III. ASSIGNMENT OF DEBTS**

5 Unless this Agreement is followed without interruption by another Agreement between the parties
6 hereto for the same services and substantially the same scope, at the termination of this Agreement,
7 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
8 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
9 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
10 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
11 said persons, shall be immediately given to COUNTY.

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14 **IV. COMPLIANCE**

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

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

21 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
22 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
23 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
24 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
25 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
26 (COMPLIANCE). These elements include:

- 27 a. Designation of a Compliance Officer and/or compliance staff.
- 28 b. Written standards, policies and/or procedures.
- 29 c. Compliance related training and/or education program and proof of completion.
- 30 d. Communication methods for reporting concerns to the Compliance Officer.
- 31 e. Methodology for conducting internal monitoring and auditing.
- 32 f. Methodology for detecting and correcting offenses.
- 33 g. Methodology/Procedure for enforcing disciplinary standards.

34 3. If CONTRACTOR does not provide proof of its own Compliance program to
35 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
36 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR
37 within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that

1 CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

14 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 15 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
 16 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 17 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
 18 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
 19 Program.

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

27 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
 28 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health
 29 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
 30 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,
 31 subcontractors, agents, and other persons who are not reasonably expected to work more than one
 32 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at
 33 the point when they work more than one hundred sixty (160) hours during the calendar year.
 34 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 35 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
 36 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
 37 CONTRACTOR has elected to use its own).

1 2. An Ineligible Person shall be any individual or entity who:
2 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
3 federal and state health care programs; or
4 b. has been convicted of a criminal offense related to the provision of health care items or
5 services and has not been reinstated in the federal and state health care programs after a period of
6 exclusion, suspension, debarment, or ineligibility.

7 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
9 Agreement.

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

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

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

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

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

36 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
37 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;

1 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
2 representative to complete the General Compliance Training when offered.

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

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

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

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

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

15 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
16 Individuals relative to this Agreement.

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

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

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

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

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

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

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

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

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

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

5 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
6 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
7 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
8 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
9 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this
10 Agreement on the basis of such default.

11 **V. CONFIDENTIALITY**

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

15 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
16 Agreement are clients of the Orange County Mental Health services system, and therefore it may be
17 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
18 regarding specific clients with COUNTY or other providers of related services contracting with
19 COUNTY.

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

24 3. In the event of a collaborative service agreement between Mental Health services providers,
25 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
26 from the collaborative agency, for clients receiving services through the collaborative agreement.

27 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
28 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
29 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
30 confidentiality of any and all information and records which may be obtained in the course of providing
31 such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations
32 or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized
33 agent, employees, consultants, subcontractors, volunteers and interns.

34 **VI. CONFLICT OF INTEREST**

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

9 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

37 D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance

1 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
2 CONTRACTOR.

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

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

8
9 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
10 supporting documentation prepared by _____ for the cost report period
11 beginning _____ and ending _____ and that, to the best of my
12 knowledge and belief, costs reimbursed through this Agreement are reasonable and
13 allowable and directly or indirectly related to the services provided and that this Cost
14 Report is a true, correct, and complete statement from the books and records of
15 (provider name) in accordance with applicable instructions, except as noted. I also
16 hereby certify that I have the authority to execute the accompanying Cost Report.

17 //
18 //
19 //
20 //

21 Signed _____
22 Name _____
23 Title _____
24 Date _____"

25
26 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

27 A. CONTRACTOR certifies that it and its principals:

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

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

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

1 above.

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

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

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

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

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

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

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

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

28 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
29 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
30 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
31 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
32 deemed an assignment pursuant to this Paragraph. Any attempted assignment or delegation in derogation
33 of this Subparagraph shall be void.

34 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37

1 assignment for purposes of this Paragraph. Any attempted assignment or delegation in derogation of this
2 Subparagraph shall be void.

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

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

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

15 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
16 subcontract upon five (5) calendar day's written notice to CONTRACTOR if the subcontract
17 subsequently fails to meet the requirements of this Agreement or any provisions that
18 ADMINISTRATOR has required.

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

21 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
22 claimed for subcontracts not approved in accordance with this Paragraph.

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

26 **X. 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 Agreement 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 Agreement, 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 Agreement, CONTRACTOR shall include with the
37

1 demand a written statement signed by an authorized representative indicating that the demand is made in
 2 good faith, that the supporting data are accurate and complete, and that the amount requested accurately
 3 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

19 //

20 //

21 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32 **XII. EQUIPMENT**

33 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 34 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 35 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 36 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
 37 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital

1 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 2 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
 3 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
 4 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 5 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 6 depreciated according to GAAP.

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

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

17 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with
 18 funds paid through this Agreement, including date of purchase, purchase price, serial number, model and
 19 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
 20 //
 21 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
 22 any.

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

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

30 G. Unless this Agreement is followed without interruption by another agreement between the
 31 parties for substantially the same type and scope of services, at the termination of this Agreement for any
 32 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
 33 Agreement.

34 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper
 35 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
 36

37 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

6 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 7 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
 8 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
 9 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
 10 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
 11 services, staffing, facilities or supplies.

12 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

31 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 32 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
 33 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 34 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 35 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
 36 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
 37 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance

1 must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by
 2 COUNTY representative(s) at any reasonable time.

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

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

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

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

17 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII
 18 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
 19 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
 20 Agreement.

21 F. QUALIFIED INSURER

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

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

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

32 **Coverage**

Minimum Limits

34 Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

1	Automobile Liability including coverage	\$1,000,000 per occurrence
2	for owned, non-owned and hired vehicles	
3		
4	Workers' Compensation	Statutory
5		
6	Employers' Liability Insurance	\$1,000,000 per occurrence
7		
8	Network Security & Privacy Liability	\$1,000,000 per claims made
9		
10	Professional Liability Insurance	\$1,000,000 per claims made
11		\$1,000,000 aggregate
12		
13	Sexual Misconduct Liability	\$1,000,000 per occurrence
14		

15 H. REQUIRED COVERAGE FORMS

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

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

20 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

37 J. All insurance policies required by this Agreement shall waive all rights of subrogation against

1 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
2 within the scope of their appointment or employment.

3 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
4 all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents

5 //

6 and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**
7 **AGREEMENT.**

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

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

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

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

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

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

29 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

37 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

1 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
2 sole discretion to impose one or both of the following:

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

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

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

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

17 **XV. INSPECTIONS AND AUDITS**

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

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

32 C. AUDIT RESPONSE

33 1. Following an audit report, in the event of non-compliance with applicable laws and
34 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
35 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
36 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
37

1 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

18 **XVI. LICENSES AND LAWS**

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

27 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

28 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
29 the award of this Agreement:

30 a. In the case of an individual contractor, his/her name, date of birth, social security
31 number, and residence address;

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

35 c. A certification that CONTRACTOR has fully complied with all applicable federal and
36 state reporting requirements regarding its employees;
37

1 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
2 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

3 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
4 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
5 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
6 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
7 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
8 grounds for termination of this Agreement.

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

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

- 15 1. ARRA of 2009.
- 16 2. WIC, Division 5, Community Mental Health Services.
- 17 3. WIC, Division 6, Admissions and Judicial Commitments.
- 18 4. WIC, Division 7, Mental Institutions.
- 19 5. HSC, §§1250 et seq., Health Facilities.
- 20 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 21 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 22 8. CCR, Title 17, Public Health.
- 23 9. CCR, Title 22, Social Security.
- 24 10. CFR, Title 42, Public Health.
- 25 11. CFR, Title 45, Public Welfare.
- 26 12. USC Title 42. Public Health and Welfare.
- 27 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 28 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 29 15. 42 USC §1857, et seq., Clean Air Act.
- 30 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 31 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 32 18. Policies and procedures set forth in Mental Health Services Act.
- 33 19. Policies and procedures set forth in DHCS Letters.
- 34 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 35 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 36 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 37 Federal Awards.

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

4 //

5 //

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

9
10 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

31
32 **XVIII. MAXIMUM OBLIGATION**

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

37 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten

1 percent (10%) of Period One funding for this Agreement.

3 **XIX. MINIMUM WAGE LAWS**

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

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

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

19 **XX. NONDISCRIMINATION**

20 A. EMPLOYMENT

21 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
22 unlawfully discriminate against any employee or applicant for employment because of his/her race,
23 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
24 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
25 orientation, or military and veteran status. Additionally, during the term of this Agreement,
26 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
27 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
28 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
29 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
30 orientation, or military and veteran status.

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

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

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

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

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

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

- 28 1. Denying a client or potential client any service, benefit, or accommodation.
- 29 2. Providing any service or benefit to a client which is different or is provided in a different
 30 manner or at a different time from that provided to other clients.
- 31 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 32 others receiving any service or benefit.
- 33 4. Treating a client differently from others in satisfying any admission requirement or
 34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 35 any service or benefit.
- 36 5. Assignment of times or places for the provision of services.

37 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients

1 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints
 2 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 3 ADMINISTRATOR or COUNTY's Patient's Rights Office.

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

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

10 b. Throughout the problem resolution and grievance process, client rights shall be
 11 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
 12 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

31 **XXI. NOTICES**

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

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

37 2. When faxed, transmission confirmed;

1 3. When sent by Email; or
2 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
3 Service, or other expedited delivery service.

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

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

12 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
13 ADMINISTRATOR.

14 **XXII. NOTIFICATION OF DEATH**

15
16 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
17 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

26 2. WRITTEN NOTIFICATION

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

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

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

1
2 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

10
11 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

32
33 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

37 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards

1 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
 2 violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to
 3 the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of
 4 federal or state regulations and/or COUNTY policies.

5 //

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

9 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure,
 10 revenue, billings, etc., are prepared and maintained accurately and appropriately.

11 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
 12 preparation, and confidentiality of records related to participant, client and/or patient records are met at
 13 all times.

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

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

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

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

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

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

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

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

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

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

37 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)

1 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
 2 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
 3 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

4 //

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6 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
 7 commencement of the contract, unless a longer period is required due to legal proceedings such as
 8 litigations and/or settlement of claims.

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

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

14 N. CONTRACTOR may be required to retain all records involving litigation proceedings and
 15 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

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

19 20 **XXVI. RESEARCH AND PUBLICATION**

21 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
 22 result of this Agreement for the purpose of personal publication.

23 24 **XXVII. SEVERABILITY**

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

30 31 **XXVIII. SPECIAL PROVISIONS**

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

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

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 4 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 5 services.
- 6 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 7 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
- 8 salary advances or giving bonuses to CONTRACTOR's staff.
- 9 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 10 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 11 Schedule may be found at www.opm.gov.
- 12 8. Severance pay for separating employees.
- 13 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 14 codes and obtaining all necessary building permits for any associated construction.
- 15 10. Supplanting current funding for existing services.
- 16 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 17 shall not use the funds provided by means of this Agreement for the following purposes:
- 18 1. Funding travel or training (excluding mileage or parking).
- 19 2. Making phone calls outside of the local area unless documented to be directly for the
- 20 purpose of client care.
- 21 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 22 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 23 contribute to the quality of services to be provided pursuant to this Agreement.
- 24 5. Purchasing or improving land, including constructing or permanently improving any
- 25 building or facility, except for tenant improvements.
- 26 6. Providing inpatient hospital services or purchasing major medical equipment.
- 27 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 28 funds (matching).

XXIX. STATUS OF CONTRACTOR

31 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be

32 wholly responsible for the manner in which it performs the services required of it by the terms of this

33 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

34 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

35 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

36 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR

37 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or

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

5 //

6 **XXX. TERM**

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

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

15 **XXXI. TERMINATION**

16 A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days written
 17 notice given the other Party.

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

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

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

1 Agreement.

2 D. CONTINGENT FUNDING

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

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

6 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
7 approved by the Board of Supervisors.

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

12 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
13 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
14 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
15 term of this Agreement.

16 F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D.
17 above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

1 ADMINISTRATOR.

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

6 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
7 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8

9 **XXXII. THIRD PARTY BENEFICIARY**

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

14 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

21 **XXXIV. GOOD NEIGHBOR POLICY**

22 A. ADMINISTRATOR has established a Good Neighbor Policy for the purpose of identifying
23 community impacts and measures to mitigate those impacts. The Good Neighbor Policy is a set of
24 principles and activities designed to provide a consistent means of communication between facilities that
25 provide client services and their respective neighbors. The Good Neighbor Policy is applicable for
26 Residential Programs when the CONTRACTOR provides service to County residents and the services
27 have a potential impact including but not limited to community safety, cleanliness, and security in the
28 surrounding neighborhood(s).

29 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy,
30 attached hereto as Exhibit D.

31 2. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent
32 possible. In addition, each facility shall develop a written procedure for the handling of neighborhood
33 complaints which shall be approved by ADMINISTRATOR. Approved procedure must be available
34 onsite, readily accessible upon request, and include ADMINISTRATOR's contact information as
35 provided.

36 3. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this
37 Contract and constitute cause for termination of this Contract//
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State
2 of California.

3
4 COMMUNITY SERVICE PROGRAMS, INC.

5
6
7 BY: _____ DATED: _____

8
9
10 TITLE: _____

11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____

20 HEALTH CARE AGENCY

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

28
29
30 BY: _____ DATED: _____

31 DEPUTY

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34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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..

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 CHILDREN CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COMMUNITY SERVICE PROGRAMS, INC.
 JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

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

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

B. Client means any individual, referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.

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

D. Data Collection Reporting system means the collection of State mandated data used for the tracking and reporting of outcome data for Clients enrolled in FSP/W programs.

1. 3 M's means the Quarterly Assessment Form being completed for each Client every three months in the approved Data Collection System. It tracks changes in education, sources of financial support, legal issues/designations, health status, substance abuse, and any other fields set forth by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the due date.

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

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

4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as defined by the State and/or County) that must be completed in full and entered into the DCR system

1 within thirty (30) days of the Client's enrollment date All DCR business rules regarding transferring and
2 re-enrolling clients must be followed and verified prior to entering a PAF in the system.

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

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

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

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

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

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

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

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

35 M. Full Service Partnership/Wraparound (FSP/W) means a program model described in
36 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how
37 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients

1 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the
 2 individual rather than the disease. It is culturally competent in-home, intensive, mental health care
 3 coordination services that will address family needs across all life domains of the Client.

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

6 O. Head of Service means an individual ultimately responsible for overseeing the program and is
 7 required to be licensed as a mental health professional.

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

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

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

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

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

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

35 V. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the
 36 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 37 Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients.

1 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
2 that the individual has at least one (1) year of experience treating children and TAY.

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

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

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

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

18 AA. Medi-Cal means the State of California's implementation of the federal Medicaid health care
19 program which pays for a variety of medical services for children and adults who meet eligibility
20 criteria.

21 AB. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
22 the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
23 Services.

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

33 1. Assessment means a service activity, which may include a clinical analysis of the history
34 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The
35 Assessment also needs to include history of services being provided, diagnosis, and any testing
36 procedures that were used.

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

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

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

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

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

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

32 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
33 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment
34 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be
35 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in
36 the medical record must support Medical Necessity for these intensive services. Cases in which Clients
37 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more

1 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR
2 has to approve individuals that are delivering these intervention services to ensure they are qualified to
3 deliver these services.

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

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

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

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

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

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

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

35 AI. Outcomes Analyst means an individual who ensures that an FSP program maintains a focus on
36 program outcomes and quality assurance of the data being reported. This individual will be responsible
37 for reviewing outcome data and other collected information for accuracy and correcting any errors prior

1 to entering into the data capture system and again prior to exporting the files to the County and State.
 2 The Outcomes Analyst will, analyze data, and developing strategies for gathering new data from the
 3 Client's perspective to improve FSP/W's understanding of Client's needs and desires towards furthering
 4 their recovery. This individual will also provide feedback to the program and work collaboratively with
 5 the employment specialist, education specialist, benefits specialist, and other staff in the program to
 6 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and
 7 tracking outcomes and other information. In addition, this position will be responsible for attending all
 8 data and outcome related meetings and ensuring that the FSP/W is being proactive in all data collection
 9 requirements and changes at the local and state levels.

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

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

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

- 23 1. A statement of an overall goal or vision for the Client and Client's family.
- 24 2. The strengths of the Client and Client's family.
- 25 3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the
 26 Client and Client's family.
- 27 4. Prevention and intervention safety plans.
- 28 5. The type, frequency, and duration of intervention strategies.
- 29 6. Financial responsibility for the components of the POC.
- 30 7. Desired outcomes.

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

36 AN. Protected Health Information (PHI) means individually identifiable health information usually
 37 transmitted through electronic media. PHI can be maintained in any medium as defined in the

1 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 2 created or received by a covered entity and is related to the past, present, or future physical or mental
 3 health or condition of an individual, provision of health care to an individual, or the past, present, or
 4 future payment for health care provided to an individual.

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

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

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

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

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

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

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

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1 AV. Token means the security device which allows an end-user to access the ADMINISTRATOR's
2 computer based IRIS.

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

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

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II. BUDGET

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

	<u>BUDGET</u>
ADMINISTRATIVE COST	
— Indirect Costs	\$ 329,508
SUBTOTAL	\$ 329,508
ADMINISTRATIVE COST	
PROGRAM COST	
— Salaries	\$2,285,212
— Benefits	— 638,129
— Services and Supplies	— 438,328
— Subcontractor	— 35,553
SUBTOTAL	\$3,397,223
PROGRAM COST	
TOTAL GROSS COST	\$3,726,731
REVENUE	
FFP Medi-Cal	\$ 322,500
— MHS A	— 3,404,231
TOTAL REVENUE	\$3,726,731
TOTAL ————— MAXIMUM	\$3,726,731
OBLIGATION	

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

	<u>PERIOD</u>
	<u>FIVE</u>
<u>ADMINISTRATIVE COST</u>	
<u>— Indirect Costs</u>	<u>\$ 330,845</u>
<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>\$ 330,845</u>
<u>PROGRAM COST</u>	

1	<u>Salaries</u>	<u>\$2,324,269</u>
2	<u>Benefits</u>	<u>637,475</u>
3	<u>Services and Supplies</u>	<u>398,589</u>
4	<u>Subcontractor</u>	<u>35,553</u>
5	<u>SUBTOTAL PROGRAM COST</u>	<u>\$3,395,886</u>
6	<u>TOTAL GROSS COST</u>	<u>\$3,726,731</u>
7		
8	<u>REVENUE</u>	
9	<u>FFP Medi-Cal</u>	<u>\$ 322,500</u>
10	<u>MHSA</u>	<u>3,404,231</u>
11	<u>TOTAL REVENUE</u>	<u>\$3,726,731</u>
12	<u>TOTAL AMOUNT NOT TO EXCEED</u>	<u>\$3,726,731</u>

14 B. CONTRACTOR agrees the total cost of services provided for in the Agreement are based upon
15 projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA
16 revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the
17 completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal
18 Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be
19 adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further
20 agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal
21 billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to
22 the Agreement, unless authorized, in writing, by ADMINISTRATOR.

23 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
24 provided pursuant to the Agreement, CONTRACTOR may make written application to
25 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
26 fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR
27 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
28 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and
29 the quantity of services to be provided by CONTRACTOR.

30 D. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
31 between budgeted line items for the purpose of meeting specific program needs or for providing
32 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by
33 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
34 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification
35 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining
36 impact of the shift as may be applicable to the current contract period and/or future contract periods.
37 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from

1 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
2 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
3 may result in disallowance of those costs.

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

9 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
10 Budget Paragraph of this Exhibit A to the Agreement.

11 **III. PAYMENTS**

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13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of
14 \$310,561 per month, as specified in the Referenced Contract Provisions of the Agreement. All
15 payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report
16 Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of
17 providing the services hereunder; provided, however, the total of such payments does not exceed
18 COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement
19 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and
20 federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any
21 month for which the provisional amount specified above has not been fully paid.

22 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
23 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
24 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
25 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

26 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
27 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
28 reduce payments to CONTRACTOR by an amount not to exceed the difference between the
29 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
30 incurred by CONTRACTOR.

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

36 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR
37 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)

1 day of each month. Invoices received after the due date may not be paid within the same month.
 2 Payments to CONTRACTOR should be released by COUNTY no later than thirty-one (31) calendar
 3 days after receipt of the correctly completed invoice.

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

7 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 8 with any provision of the Agreement.

9 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
 10 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
 11 specifically agreed upon in a subsequent Agreement.

12 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 13 Payments Paragraph of this Exhibit A to the Agreement.

14 **IV. REPORTS**

15 **A. FISCAL**

16 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 17 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 18 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
 19 in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or
 20 deviations to any approved budget line item must be approved in advance and in writing by
 21 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost
 22 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
 23 later than twenty (20) calendar days following the end of the month being reported.
 24

25 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
 26 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
 27 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
 28 Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and
 29 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include
 30 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be
 31 submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

36 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
 37 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall

1 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
 2 as directed by ADMINISTRATOR. DCR data files shall be submitted to the ADMINISTRATOR in an
 3 XML format that has successfully passed individual and batch tests for submission to the State.
 4 CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly
 5 meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing
 6 satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such
 7 reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following
 8 the end of the month being reported.

9 D. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make
 10 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as
 11 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information
 12 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

15 **V. SERVICES**

16 **A. FACILITIES**

17 1. CONTRACTOR shall maintain a minimum of three (3) fully licensed and appropriate
 18 facilities for the provision of Children’s Crisis Residential Services which meets the minimum
 19 requirements for Medi-Cal eligibility at the following locations or any other location(s) approved by
 20 ADMINISTRATOR:
 21

22	23	24	25
	980 Catalina Street	7291 Talbert Avenue	14632 Yorba Street
	Laguna Beach, CA 92651	Huntington Beach, CA 92648	Tustin, CA 92780”

26 2. CONTRACTOR shall, provide clients access to their assigned Crisis Residential Program
 27 twenty-four (24) hour a day, seven (7) day a week, and three hundred sixty-five (365) day a year.

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

31 4. Upon ADMINISTRATOR’s certification of the provider's existing site, the
 32 CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal
 33 site standards.

34 B. CRISIS RESIDENTIAL SERVICES: means an alternative to providing acute psychiatric
 35 hospital services for individuals who would otherwise require hospitalization. The targeted length of
 36 stay for each client will be three (3) weeks. The services are provided in normalized living
 37 environments, are integrated into residential communities, and follow a social rehabilitation model that

1 integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case
2 management, and practical social work.

3 1. CONTRACTOR shall deliver crisis intervention and mental health services to SED/SMI
4 children and their families identified by COUNTY as eligible for these services.

5 2. CONTRACTOR shall assess potential clients meeting the following criteria unless written
6 exception is granted by COUNTY:

7 a. Orange County residents.

8 b. displaying behaviors or a history indicative of SED/SMI as defined by WIC Code
9 5600.3(b).

10 c. between the ages of twelve (12) and seventeen (17).

11 d. experiencing significant familial conflict.

12 e. at risk of hospitalization and/or out-of-home placement.

13 f. unserved or underserved because of linguistic or cultural isolation.

14 g. those TAY who, with intensive-short-term support, could be returned to their families
15 from inpatient or out-of-home care.

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18 3. CONTRACTOR shall engage both the child and the child's family in the program
19 whenever possible. Clinical staff work schedules shall be based on the availability of the client and
20 significant family members. Clinical staff are assigned seven days per week

21 4. CONTRACTOR shall provide crisis intervention program through a three-phase model.
22 The initial phase shall include assessments of the SED/SMI child and child's family, with the goal of
23 identifying short-term or immediate needs as well as de-escalation of the child and family. During
24 phase two, the program shall be responsible for ensuring the family is developing appropriate coping
25 skills and developing the family's support systems, while promoting open communication among family
26 members. The goal of phase three shall be to prepare the child and family for progression toward long-
27 term resolution and treatment in the community.

28 5. CONTRACTOR shall provide contact within two (2) hours of client's referral for services.

29 6. CONTRACTOR shall provide a sufficient amount of treatment services during evening
30 hours in order to accommodate clients and their parents not able to participate during regular day-time
31 hours. Treatment services shall include, but may not be limited to:

32 a. Performing clinical and psycho-diagnostic assessment using current DSM diagnostic
33 format, to include clinical consideration of each fundamental need: physical, psychological,
34 maturational, developmental, familial, educational, social, environmental and recreational. Additional
35 examinations, tests and evaluations may be conducted as clinically indicated. Findings of the
36 examinations and evaluations shall be documented in the client record and signed by CONTRACTOR's
37 appropriate and responsible staff.

1 b. Obtaining valid consents from parents or courts for treatment.

2 c. Developing a written treatment plan for each client that shall be based on the
3 assessment and diagnosis of that client. The treatment plan shall delineate and justify all specific
4 treatment modes and therapeutic modalities to be used, and shall be developed in accordance with
5 ADMINISTRATOR standards, and utilize a full range of appropriate psychiatric and psychological
6 treatment modes and modalities.

7 Such plans shall identify specific treatment modes, milestones for the individual client,
8 obstacles/symptoms, and efforts of significant support person(s) and program staff on behalf of the
9 client. All treatment/service plans shall include observable and measurable client milestones.

10 d. Use of individual therapy, brief intensive services, and short and long-term group
11 therapy modalities including psycho-educational, cognitive behavioral and child management therapy
12 techniques.

13 e. Collateral services, including individual therapy to a client's adult caregivers to help
14 them in their parenting role. Services shall be provided to adult caregivers when it is determined that it
15 is in the best interest in treating the minor client, and CONTRACTOR shall promote active participation
16 of client's family. CONTRACTOR shall refer the adult caregiver(s) to an appropriate

17 //

18 adult mental health provider for medication and/or mental health services to address the adult
19 caregiver's DSM mental disorder.

20 f. Providing other mental health services which may include, but not be limited to, family
21 therapy, crisis intervention, treatment planning, discharge planning, case management, linkage, and
22 consultation.

23 g. Medication support services, including a system of medication quality review, which
24 shall be provided by well-trained, experienced psychiatrists knowledgeable in the use of medication to
25 improve the functioning and enhance the self-esteem of children. Medication used solely for psychiatric
26 purposes, and no other purposes, shall be prescribed for all clients for whom it is clinically indicated.

27 CONTRACTOR shall ensure that the following are adhered to:

28 1) Established plan for maximizing use of physician time.

29 2) CONTRACTOR shall use COUNTY's formulary and prescribing practices.

30 3) Prescriptions may be filled at any pharmacy with which the COUNTY's Pharmacy
31 Benefits Manager has a contract; provided that CONTRACTOR shall be responsible for noting the
32 Medi-Cal number on prescriptions for Medi-Cal clients.

33 4) CONTRACTOR shall provide COUNTY, in writing, with the name, license
34 number, and Drug Enforcement Agency number of any physician who will be prescribing medications,
35 prior to the physician's start date. Failure to so notify COUNTY may result in CONTRACTOR being
36 liable for the cost of the medication.

37 5) CONTRACTOR shall order such laboratory tests as are necessary and appropriate

1 to monitor psychotropic medications.

2 h. Contractor shall provide all necessary substance abuse treatment services for clients
3 who are dually diagnosed with a concurrent substance abuse problem in addition to their mental illness,
4 when appropriate.

5 7. CONTRACTOR shall accept referrals from and make referrals to the various MHSA
6 programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health
7 services and wraparound services, to ensure that clients and their families are given access to the most
8 appropriate level and type of service. Other services may include Wraparound Orange County; MHSA
9 FSP programs and other COUNTY mental health services.

10 8. CONTRACTOR shall participate in any clinical case review and implement any
11 recommendations made by COUNTY to improve client care.

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13 9. CONTRACTOR shall conduct Supervisory Review in accordance with procedures
14 developed by ADMINISTRATOR. CONTRACTOR shall conduct thirty (30)-day review of open cases,
15 or previously opened with another provider. CONTRACTOR shall ensure that all chart documentation
16 complies with all federal, state, and local guidelines and standards.

17 10. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
18 reflected on the client's chart within seventy-two (72) hours after the completion of services.

19 11. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider
20 Training, and staff responsible for input into IRIS complete IRIS New User Training.

21 12. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
22 the Compliance Paragraph of the Agreement.

23 C. PERFORMANCE OUTCOMES

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

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

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

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

37 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with

1 a unique password. Tokens and passwords will not be shared with anyone.

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

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

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

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

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

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

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

20 E. CONTRACTOR shall obtain a NPI.

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

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

27 F. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
28 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
29 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
30 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
31 Agreement.

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

37 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to

1 conduct research activity on COUNTY Clients without obtaining prior written authorization from
2 ADMINISTRATOR.

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

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

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

24 K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
25 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
26 with, the COUNTY as identified by the ADMINISTRATOR.

27 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
28 Services Paragraph of this Exhibit A to the Agreement.

30 **VI. STAFFING**

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

35	Laguna	Huntington	Tustin
36	PROGRAM	Beach	
37	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>

1	Program Director	-0.50	-0.45	-0.50
2	QA Billing Specialist	-1.00	-0.80	-0.00
3	QA Supervisor	-0.00	-0.00	1.00
4	Director of Youth Development	-0.05	-0.05	-0.05
5	Licensed Clinical Supervisor	-0.50	-0.40	-0.50
6	Youth Specialist	-8.80	-6.00	-8.80
7	Tutor/Youth Specialist	-1.00	-1.00	-1.00
8	Volunteer Coordinator	-1.00	-0.50	-1.00
9	House Supervisor	-1.00	-0.40	-1.00
10	On-Call Youth Specialist	-0.50	-0.50	-0.50
11	Counselor	-1.00	-0.50	-1.00
12	Counselor Bilingual	-1.00	-1.00	-1.00
13	SUBTOTAL PROGRAM	16.35	11.60	16.35
14	SUBCONTRACTORS			
15	Psychiatrist	-0.03	-0.02	-0.04
16	SUBTOTAL SUBCONTRACTORS	-0.03	-0.02	-0.04
17				
18	TOTAL FTEs	16.38	11.62	16.39

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

	<u>Laguna</u>	<u>Huntington</u>	<u>Tustin</u>	
<u>PROGRAM</u>	<u>Beach</u>	<u>Beach</u>		
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>	
24	Program Director	0.50	0.45	0.50
25	QA Billing Specialist	1.00	0.80	0.00
26	QA Supervisor	0.00	0.00	1.00
27	Director of Youth Development	0.05	0.05	0.05
28	Licensed Clinical Supervisor	0.50	0.40	0.50
29	Youth Specialist	8.80	6.00	8.80
30	Tutor/Youth Specialist	1.00	1.00	1.00
31	Volunteer Coordinator	1.00	0.50	1.00
32	House Supervisor	1.00	0.40	1.00
33	On-Call Youth Specialist	0.50	0.50	0.50
34	Counselor	1.00	0.50	1.00
35	Counselor Bilingual	1.00	1.00	1.00
36	SUBTOTAL PROGRAM	16.35	11.70	16.35

1	<u>SUBCONTRACTORS</u>			
2	<u>Psychiatrist</u>	<u>0.03</u>	<u>0.02</u>	<u>0.04</u>
3	<u>SUBTOTAL SUBCONTRACTORS</u>	<u>0.03</u>	<u>0.02</u>	<u>0.04</u>
4				
5	<u>TOTAL FTEs</u>	<u>16.38</u>	<u>11.72</u>	<u>16.39</u>

9 //

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

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

21 D. CONTRACTOR shall maintain personnel files for each staff person, including management and
 22 other administrative positions, both direct and indirect to the Agreement, which shall include, but not be
 23 limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan
 24 results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate
 25 and evaluations justifying pay increases.

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

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

37 G. CONTRACTOR shall develop a training program that is approved by the ADMINISTRATOR

1 of direct services who signs chart documentation. The list shall include the printed/type staff name and
 2 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
 3 registered clinical staff, the name must match the name on the license or registration.

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

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

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

17 J. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 18 any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification
 19 shall include at a minimum the following information: employee name(s), position title(s), date(s) of
 20 resignation, date(s) of hire, and a description of recruitment activity.

21 K. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 22 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 23 external temporary staffing assignment requests that occur during the term of the Agreement.

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

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

33 N. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time
 34 the standards referenced below are minimum standards, and shall make every effort to exceed these
 35 minimums.

- 36 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
- 37 2. CONTRACTOR shall, during the term of the Agreement, provide a minimum of four

1 thousand nine hundred fifty (4,950) hours of service including mental health, case management, and/or
2 crisis intervention services, with a minimum of eight hundred sixty-four (864) hours of medication
3 support services.

4 3. CONTRACTOR shall provide a minimum of seventy-five (75) DSH per month per FTE or
5 nine hundred (900) DSH per year per FTE clinician, of mental health services, unless otherwise
6 approved by ADMINISTRATOR.

7 4. CONTRACTOR shall provide services to a minimum number of clients as follows:
8 seventy-two (72) clients for Laguna Beach and Tustin locations and forty-eight (48) clients for the
9 Huntington Beach location per year, for a minimum total of one hundred ninety-two (192) clients during
10 the term of the Agreement. These are based on each the Laguna Beach and Tustin location's minimum
11 of a six (6) bed capacity and the Huntington Beach location minimum four (4) bed capacity and a
12 targeted length of stay of three (3) weeks. Stays in these short-term programs longer than the three (3)
13 week target must have ADMINISTRATOR approval.

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

17 O. STUDENT INTERNS

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

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

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

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 CHILDREN’S CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COMMUNITY SERVICE PROGRAMS, INC.
 JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
 36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

37 //

1 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
2 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
3 COUNTY.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 **H. PROHIBITED USES AND DISCLOSURES**

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 CHILDREN'S CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COMMUNITY SERVICE PROGRAMS, INC.
 JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO CONTRACT FOR PROVISION OF
CHILDREN’S CRISIS RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WAYMAKERS.
JULY 1, 2017 THROUGH JUNE 30, 2022

EXHD I. PREFACE

The COUNTY as a political subdivision of the State of California, is mandated by state and federal law to provide certain services to all County residents. In addition, the COUNTY provides certain other non-mandated services to enhance the well-being and quality of life for its residents. The COUNTY is committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and communities in which its Residential Program contractors provide services to its residents.

Following effective date of this Contract, but no later than August 1, 2021, CONTRACTOR shall conduct reasonable outreach to cities, neighborhoods and communities that could be affected by services provided by the CONTRACTOR.

EXHD II. GOOD NEIGHBOR POLICY

This Policy applies only to the extent the CONTRACTOR provides direct services to County clients pursuant to this Contract. The intent of this Policy is to identify community impacts and measures to mitigate those impacts to be an integral part of the neighborhood and community the County serves.

CONTRACTOR shall establish a policy that includes all of the following elements:

- Ensure staff and clients conduct themselves in a manner that demonstrates respect for the community and consideration of neighbors when entering/exiting the facility or outdoors.
- Establish and maintain early communication with cities, neighborhoods and communities as a way to identify potential impacts to neighborhoods and mitigate as needed.
- Establish cooperative relationships with cities, neighborhoods and communities where services are being rendered and mitigate impact as needed.
- Collaborate with cities, neighborhoods and communities as a way to promote integration of facilities into the community and determine the effectiveness of established good neighbor practices
- Develop written procedures to track, respond and mitigate neighborhood complaints. Procedures should include identification of a contact person for complaint resolution and identification of COUNTY contact if complaint is not adequately resolved. The procedures must also identify how these incidents will be reported to the appropriate COUNTY contact in a timely manner.
- Establish generalized good neighbor practices for services and facility(ies) that include:
 - Adequate parking
 - Adequate waiting and visiting areas
 - Adequate restroom facilities

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- Property maintenance and appearance
- Community safety
- Congregation guidelines
- Security provisions

CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing of services.