

CONTRACT FOR PROVISION OF
TRANSITIONAL AGE YOUTH
CRISIS RESIDENTIAL SERVICES

BETWEEN
COUNTY OF ORANGE

AND
WAYMAKERS

JULY 1, 2021 THROUGH JUNE 30, 2024

THIS CONTRACT entered into this 1st day of July 2021, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and WAYMAKERS, a California nonprofit organization (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Transitional Age Youth Crisis Residential Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2021 through June 30, 2024

Period One means the period of July 1, 2021 through June 30, 2022

Period Two means the period of July 1, 2022 through June 30, 2023

Period Three means the period of July 1, 2023 through June 30, 2024

Not to Exceed Amount:

Period One Not To Exceed Amount: \$1,267,707

Period Two Not To Exceed Amount: 1,267,707

Period Three Not to Exceed Amount: 1,267,707

TOTAL AMOUNT NOT TO EXCEED: \$3,803,121

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: Waymakers
1221 East Dyer Road, Suite 120
Santa Ana, CA 92705
Ronnetta Johnson, Executive Director
rjohnson@waymakersoc.org

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I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

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II. ALTERATION OF TERMS

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

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

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III. ASSIGNMENT OF DEBTS

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

26

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IV. COMPLIANCE

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 35 compliance program, code of conduct and any compliance related policies and procedures.
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
2 this Contract. These elements include:

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

10 3. If CONTRACTOR does not provide proof of its own compliance program to
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will
14 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
35 retained to provide services related to this Contract monthly to ensure that they are not designated as
36 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
37 Services Administration's Excluded Parties List System or System for Award Management, the Health

1 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
2 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
3 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

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

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

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
19 Contract.

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

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

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

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

8 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
9 Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

1 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

17 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
18 participate in the quality improvement activities developed in the implementation of the Quality
19 Management Program.

20 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
21 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
22 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
23 §1810.410.subds.(c)-(d)).

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

30
31 **V. CONFIDENTIALITY**

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

35 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are
36 Clients of the Orange County Mental Health services system, and therefore it may be necessary for

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1 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding
2 specific Clients with COUNTY or other providers of related services contracting with COUNTY.

3 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
4 consents for the release of information from all persons served by CONTRACTOR pursuant to this
5 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
6 2.6, relating to confidentiality of medical information.

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

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

17 18 **VI. CONFLICT OF INTEREST**

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

27 28 **VII. COST REPORT**

29 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
30 later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare
31 the individual and/or consolidated Cost Report in accordance with all applicable federal, state and
32 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR
33 shall allocate direct and indirect costs to and between programs, cost centers, services, and funding
34 sources in accordance with such requirements and consistent with prudent business practice, which costs
35 and allocations shall be supported by source documentation maintained by CONTRACTOR, and
36 available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has
37 multiple Contracts for mental health services that are administered by HCA, consolidation of the

1 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
2 ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later
3 than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to
4 be incorporated into a consolidated Cost Report.

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

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

13 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
14 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the
15 accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

1 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
2 COUNTY.

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

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

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

17
18 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
19 supporting documentation prepared by _____ for the cost report period
20 beginning _____ and ending _____ and that, to the best of my
21 knowledge and belief, costs reimbursed through this Contract are reasonable and
22 allowable and directly or indirectly related to the services provided and that this Cost
23 Report is a true, correct, and complete statement from the books and records of
24 (provider name) in accordance with applicable instructions, except as noted. I also
25 hereby certify that I have the authority to execute the accompanying Cost Report.

26
27 Signed _____
28 Name _____
29 Title _____
30 Date _____"

31
32 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

33 A. CONTRACTOR certifies that it and its principals:

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

36 2. Have not within a three-year period preceding this Contract been convicted of or had a civil
37 judgment rendered against them for commission of fraud or a criminal offense in connection with

1 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
2 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,
3 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen
4 property.

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

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

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

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

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

20
21 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

1 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
2 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
3 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
4 agree to waive any and all rights to request that an action be transferred for adjudication to another
5 county.

6 7 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 18 **XII. EQUIPMENT**

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

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

36 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
37 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to

1 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is
2 purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21 22 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

34 35 **XIV. GOOD NEIGHBOR POLICY**

36 A. ADMINISTRATOR has established a Good Neighbor Policy for the purpose of identifying
37 community impacts and measures to mitigate those impacts. The Good Neighbor Policy is a set of

1 principles and activities designed to provide a consistent means of communication between facilities that
2 provide client services and their respective neighbors. The Good Neighbor Policy is applicable for
3 Residential Programs when CONTRACTOR provides service to County residents and the services have
4 a potential impact including but not limited to community safety, cleanliness, and security in the
5 surrounding neighborhood(s).

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

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

12 3. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this
13 Contract and constitute cause for termination of this Contract.

14 15 **XV. INDEMNIFICATION AND INSURANCE**

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

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

33 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
34 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
35 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
36 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
37 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the

1 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
2 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
3 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
4 representative(s) at any reasonable time.

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

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

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

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

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

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
25 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
26 (California 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

33
34
35 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 passengers or less)
4	Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
5	Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
6		
7	Workers' Compensation	Statutory
8		
9	Employers' Liability Insurance	\$1,000,000 per occurrence
10		
11	Network Security & Privacy Liability	\$1,000,000 per claims -made
12		
13	Professional Liability Insurance	\$1,000,000 per claims -made
14		\$1,000,000 aggregate
15	Sexual Misconduct Liability	\$1,000,000 per occurrence

16 H. REQUIRED COVERAGE FORMS

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

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

21 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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 suspend or terminate this Contract.

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

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. Insurance certificates should be forwarded to the agency/department address specified in the
18 Referenced Contract Provisions of this Contract.

19 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
20 days of notification by CEO/Purchasing or the agency/department purchasing division, it shall constitute
21 a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
22 this Contract.

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

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

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

35 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

22 **XVI. INSPECTIONS AND AUDITS**

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

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

1 C. AUDIT RESPONSE

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

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

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

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

23
24 **XVII. LICENSES AND LAWS**

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

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

- 36 1. ARRA of 2009.
37 2. Trafficking Victims Protection Act of 2000.

- 1 3. Title 22, CCR, §51009, Confidentiality of Records.
- 2 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 3 5. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 4 6. D/MC Billing Manual (March 23, 2010).
- 5 7. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 6 8. State of California-Health and Human Services Agency, Department of Health Care
- 7 Services, MHSD, Medi-Cal Billing Manual, October 2013.
- 8 9. Orange County Medi-Cal Mental Health Managed Care Plan.
- 9 10. 42 CFR, Section 438, Managed Care Regulations
- 10 11. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 11 Management.
- 12 12. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
- 13 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,
- 14 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

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

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

21

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

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

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

32 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
33 available social media sites) in support of the services described within this Contract, CONTRACTOR
34 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
35 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
36 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall
37 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media

1 developed in support of the services described within this Contract. CONTRACTOR shall also include
2 any required funding statement information on social media when required by ADMINISTRATOR.

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

6 **XIX. AMOUNT NOT TO EXCEED**

7 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
8 Contract, and the separate Amounts Not To Exceed for each period under this Contract, are as specified
9 in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

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

13 **XX. MINIMUM WAGE LAWS**

14 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
15 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
16 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
17 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
18 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
19 providing services pursuant to this Contract be paid no less than the greater of the federal or California
20 Minimum Wage.

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

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

29 **XXI. NONDISCRIMINATION**

30 A. EMPLOYMENT

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

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

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

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

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

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

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

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

37 1. Denying a Client or potential Client any service, benefit, or accommodation.

1 2. Providing any service or benefit to a Client which is different or is provided in a different
2 manner or at a different time from that provided to other Clients.

3 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
4 others receiving any service and/or benefit.

5 4. Treating a Client differently from others in satisfying any admission requirement or
6 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
7 any service and/or benefit.

8 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

37 //

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

4
5 **XXII. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25
26 **XXIII. NOTIFICATION OF DEATH**

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

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

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

35 //

36 //

37 //

1 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

23
24 **XXV. PATIENT'S RIGHTS**

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

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

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

35 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
36 statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
37 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,

1 | which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights
2 | Office.

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

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

9 |
10 | **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

36 | //

37 | //

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

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

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

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

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

26 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
27 or 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 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
32 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
33 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
34 regulation, and copy ADMINISTRATOR on such notifications.

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

1 //

2 **XXVII. RESEARCH AND PUBLICATION**

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

6
7 **XXVIII. REVENUE**

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

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

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

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

27
28 **XXIX. SEVERABILITY**

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

34
35 **XXX. SPECIAL PROVISIONS**

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

- 1 1. Making cash payments to intended recipients of services through this Contract.
- 2 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 3 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
- 4 of appropriated funds to influence certain federal contracting and financial transactions).
- 5 3. Fundraising.
- 6 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 7 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 8 Directors or governing body.
- 9 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
- 10 for expenses or services.
- 11 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
- 12 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 13 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 14 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 15 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 16 Schedule may be found at www.opm.gov.
- 17 8. Severance pay for separating employees.
- 18 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 19 codes and obtaining all necessary building permits for any associated construction.
- 20 10. Supplanting current funding for existing services.
- 21 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 22 shall not use the funds provided by means of this Contract for the following purposes:
- 23 1. Funding travel or training (excluding mileage or parking).
- 24 2. Making phone calls outside of the local area unless documented to be directly for the
- 25 purpose of Client care.
- 26 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 27 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 28 contribute to the quality of services to be provided pursuant to this Contract.
- 29 5. Purchasing or improving land, including constructing or permanently improving any
- 30 building or facility, except for tenant improvements.
- 31 6. Providing inpatient hospital services or purchasing major medical equipment.
- 32 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 33 funds (matching).
- 34 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 35 CONTRACTOR’s Clients.

36 //

37 //

XXXI. STATUS OF CONTRACTOR

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

XXXII. TERM

13
14
15 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
16 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
17 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
18 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond
19 this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
20 reporting, and accounting.

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

XXXIII. TERMINATION

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

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

- 33 1. The loss by CONTRACTOR of legal capacity.
- 34 2. Cessation of services.
- 35 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
36 another entity without the prior written consent of COUNTY.

37 //

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Contract.

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

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

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

11 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

18
19 **XXXIV. THIRD PARTY BENEFICIARY**

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

22
23 **XXXV. WAIVER OF DEFAULT OR BREACH**

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

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36 //
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1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of
2 California.

3
4 WAYMAKERS

5
6 BY: DocuSigned by:
7 Ronnetta J. Johnson DATED: 4/5/2021
8 D52CE6A8FA7D448...

9
10 TITLE: Executive Director

11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

21
22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29 DocuSigned by:
30 BY: Brittany Mclean DATED: 4/5/2021
31 9713A4061D4343D...
32 DEPUTY

33
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 CONTRACT FOR PROVISION OF
 TRANSITIONAL AGE YOUTH
 CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WAYMAKERS
 JULY 1, 2021 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

1. 5150 – 5150 is the number of the section of the Welfare and Institutions Code under California State Law which allows an adult who is experiencing a mental health crisis to be involuntarily detained for a 72-hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

2. 5585 - 5585 is the number of the section of the Welfare and Institutions Code under California State Law which allows a minor who is experiencing a mental health crisis to be involuntarily detained for a 72- hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

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

4. Authority and Quality Improvement Services (AQIS) is a Behavioral Health Services (BHS) function area of COUNTY that supports managed care programs, the Mental Health plan and the Drug Medi-Cal Organized Delivery System to ensure compliance with all Federal, State and Local regulations.

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

6. Care Plan (CP) also known as the Plan of Care (POC) or Master Treatment Plan (MTP) means a written plan, including by reference any juvenile court order(s), developed and signed by the Family Team that includes the following elements:

- a. A statement of an overall goal or vision for the Client and Client’s family as applicable.
- b. The strengths of the Client and Client’s family as applicable.
- c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of - the Client and Client’s family as applicable.
- d. Prevention and intervention safety plans.

1 e. The type, frequency, and duration of intervention strategies

2 f. Financial responsibility for the components of the POC.

3 h. Desired outcomes.

4 7. Contract Census refers to the minimum number of clients enrolled and serviced by the
5 program per contractual requirements.

6 8. Co-occurring means the presence of BOTH a mental health diagnosis, according to the
7 DSM-5/ICD-10, AND either a substance use disorder OR a medical condition which is either
8 exacerbated by, or the result of, a mental health diagnosis.

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

13 10. Crisis Assessment Team (CAT) means the team of behavioral health specialists operated by
14 COUNTY to provide community based assessment and intervention for youth or adults in crisis
15 operating 24/7. The CAT serves as the central point for locating psychiatric beds for youth and adults
16 and facilitating admission for those who require this level of care.

17 11. Crisis Stabilization Unit (CSU) means a County operated or contracted facility operating
18 twenty-four (24) hours a day/seven (7) days a week for the evaluation of Clients who are experiencing a
19 behavioral health crisis. CSUs are a designated outpatient facility that provides assessment, evaluation
20 and behavioral health treatment for individuals for up to twenty-three (23) hours and fifty-nine (59)
21 minutes.

22 12. Diagnosis means identifying the nature of a Client's disorder. When formulating the
23 Diagnosis of a Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
24 International Classification of Diseases–Clinical Modification (ICD-CM) and further defined in the
25 most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by
26 the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as
27 appropriate.

28 13. Data Collection Reporting system means the collection of State mandated data used for the
29 tracking and reporting of outcome data for Clients enrolled in FSP Mental Health Services Act (MHSA)
30 programs.

31 14. 3 M's means the Quarterly Assessment Form being completed for each Client every three
32 months in the approved Data Collection System. It tracks changes in education, sources of financial
33 support, legal issues/designations, health status, housing, substance abuse, and any other fields set forth
34 by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the
35 due date.

36 15. Data Certification means reviewing outcome data mandated by the State and COUNTY for
37 accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

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

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

11 18. Direct Service Hour (DSH) means the time, measured in hours and portions of hours, that a
12 clinician spends providing services to Clients or others on behalf of Clients in relationship to their
13 SED/SMI diagnosis. DSH credit, both billable and non-billable minutes, are obtained by providing
14 mental health, case management, medication support, and crisis intervention services to Clients open in
15 IRIS.

16 19. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of
17 California's implementation of the Federal child health component of Medicaid program which provides
18 physical, mental, and developmental health services for children and young adults. EPSDT is a Medi-Cal
19 benefit for individuals under the age of 21 who have full-scope Medi-Cal eligibility. This benefit allows
20 for periodic screenings to determine health care needs in accordance with the requirements in Section
21 1905(r) of the Social Security Act and Title 42 Code of Federal Regulations (CFR) Section 441.50 *et*
22 *seq* Services are comprehensive, high-quality array of preventive (such as screening), diagnostic, and
23 treatment services under EPSDT and are covered without cost.

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

27 21. Employment Coordinator means an individual who is responsible for providing pre-
28 employment training, job orientation and site training to Clients. This individual is also responsible for
29 assisting Clients with job application procedures, teaching social, grooming and dress-for-success
30 personal hygiene skills to Clients, and coaching Clients on how to maintain employment. This
31 individual will develop employment resources that match the needs of the program's client population.
32 In addition, the Employment Coordinator may provide on-the-job mentoring and will work closely with
33 the hiring companies and Clients.

34 22. Engagement means the act of building a secure connection with a client(s) through active
35 listening, empathy, and mutual trust, which is likely to increase the client's acceptance of behavioral
36 health treatment and ultimate integration into his or her community. Engagement is the process where a
37 trusting relationship between CONTRACTOR's staff and Client is developed over a short period of

1 time, so CONTRACTOR and Client can develop a plan to link the Client to appropriate services within
2 the community. Engagement of the Client is the objective of a successful outreach.

3 23. Face-to-Face Contact means a direct encounter between CONTRACTOR’s staff and
4 Client(s)/parent(s)/guardian(s). This does not include contact by phone, email, text, or FaceTime, etc.

5 24. Family Team means a group formed to meet the needs of an FSP eligible Client through the
6 “whatever it takes” approach, and this team includes program staff, the eligible Client, the Client’s
7 family members, and other support individual(s) the individual or family agrees to include on the team.

8 25. Full Service Partnership (FSP) means a program model described in COUNTY’s MHSA
9 plan that has been approved by the State. The MHSA plan describes how COUNTY will use MHSA
10 funds to develop and implement treatment plans for mental health Clients through an FSP. An FSP is an
11 evidence-based and strength-based model with the focus on the individual rather than the disease.
12 Provided services are culturally competent, provided either in-home or in the community, intensive,
13 mental health care coordination services that will address individual and family needs as applicable,
14 across all life domains of the Client.

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

17 27. Head of Service means an individual ultimately responsible for oversight of the program.
18 This person is required to be licensed as a mental health professional.

19 28. Housing Coordinator means an individual who provides assistance to Clients/families to
20 secure and maintain the most stable housing appropriate to their functioning levels and life
21 circumstances. This may range from emergency motel placement to avoid homelessness to transitional
22 housing that will provide stability and skills that would lead to more permanent housing. This
23 individual may also assist the Client in moving to greater independence by creating flex fund usage
24 plans where the Client/family pays a greater percentage of housing cost per month so that housing costs
25 become independently sustainable for the client/family.

26 29. Individual Services and Support Funds (Flexible Funds) means funds used to provide
27 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their
28 mental illness and to improve their overall quality of life. Flexible Funds are generally categorized as
29 housing, transportation, food, clothing, medical, and miscellaneous expenditures that are individualized
30 and appropriate to support Clients’ mental health treatment.

31 30. Integrated Records Information System (IRIS) means the ADMINISTRATOR’s database
32 system that collects Clients’ information such as registration, scheduled appointments, laboratory
33 information system, invoice and reporting capabilities, compliance with regulatory requirements,
34 electronic medical records, and other relevant applications.

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1 31. Pathways to Wellbeing (PWB) subclass refers to the lawsuit, Katie A. et al. v. Bonta et al.,
2 a class action lawsuit filed in Federal District Court concerning the availability of intensive mental
3 health services to children in California who are either in foster care or at imminent risk of coming into
4 care.

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

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

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

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

21 36. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter
22 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The
23 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that
24 the individual has at least one (1) year of experience treating children and TAY.

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

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

32 39. Medi-Cal means the State of California's implementation of the federal Medicaid health
33 care program which pays for a variety of medical services for children and adults who meet eligibility
34 criteria.

35 40. Medi-Cal Certification is a requirement for programs providing services under the Mental
36 Health Plan (MHP). The MHP, Orange County Health Care Agency, will conduct the Medi-Cal
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1 Certification using Department of Health Care Services (DHCS) Certification Protocol, which includes
2 enrolling, certifying, recertifying, and monitoring the program for continued compliance.

3 41. Medical Necessity means that a service is medically necessary if it is needed in order to
4 address a particular mental health condition. Four parts must be present to meet the criteria for medical
5 necessity: 1) a covered diagnosis per the County's MHP, 2) an impairment as a result of the disorder
6 that affects a client's ability to function individually or in the community, 3) the intervention needed
7 must be focused on addressing the impairment, and 4) the intervention must meet specialty mental
8 health service criteria (i.e., the condition being treated would be responsive to mental health treatment,
9 but would not be responsive to physical health care based treatment).

10 42. Mental Health Services includes individual or group therapies and interventions that can
11 reduce mental disability and restore, improve or maintain functioning. These should help with learning,
12 development, independent living and enhanced self-sufficiency and that are not provided as part of
13 another mental health program (e.g. such as a day or residential program). Service activities may include
14 assessment, plan development, individual, family or group therapy, rehabilitation and related services.
15 In addition, these services cannot be provided as a component of adult residential services, crisis
16 residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or intensive day
17 treatment. Service activities may include, but are not limited to: Assessment, plan development,
18 rehabilitation, and collateral services. Also, Mental Health Services may be either Face-to-Face
19 Contact, or by telephone with Clients or significant support individuals, and services may be provided
20 anywhere in the community.

21 43. Assessment means a service activity, which may include a clinical analysis of the history
22 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The
23 Assessment also needs to include history of services being provided, diagnosis, and use of testing
24 procedures.

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

28 45. Intensive Care Coordination (ICC) means a medically necessary service provided to Medi-
29 Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and coordination of
30 services across child services systems and providers, including intensive services for children/youth who
31 meet the PWB Subclass criteria.

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

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1 47. Medication Support Services means services provided by licensed physicians, nurse
 2 practitioners, registered nurses, or other qualified medical staff, which include: prescribing,
 3 administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to
 4 alleviate symptoms of mental illness. These services also include evaluation and documentation of the
 5 clinical justification and effectiveness of medication, dosage, side effects, compliance, and response to
 6 medication. In addition, the licensed physicians, registered nurses, or other qualified medical staff must
 7 obtain informed consent from Clients prior to providing medication education and plan development
 8 related to the delivery of these services and/or Assessment to Clients.

9 48. Rehabilitation Service means an activity which includes assistance to improving,
 10 maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and
 11 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or
 12 medication education.

13 49. Substance Use Disorder Treatment (SUD) means a program that uses a stage-wise
 14 treatment model, focusing on behavioral principles, considers interactions between mental illness and
 15 substance abuse, and has gradual expectations of abstinence.

16 50. Substance Use Treatment means a program that uses a stage-wise treatment model and is
 17 non-confrontational, follows behavioral principles, considers interactions between mental illness and
 18 substance abuse, and has gradual expectations of abstinence.

19 51. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
 20 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client’s treatment
 21 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be
 22 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in
 23 the medical record must support Medical Necessity for these intensive services. Cases in which Clients
 24 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more
 25 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR
 26 has to approve individuals that are delivering these intervention services to ensure they are qualified to
 27 deliver these services.

28 52. Targeted Case Management (TCM) means services that assist a Client in accessing needed
 29 medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services.
 30 These service activities may include, but are not limited to: communicating and coordinating services
 31 through referrals, monitoring service delivery to ensure Clients’ access to services and the service
 32 delivery system, and tracking of Clients’ progress and plan development.

33 53. Treatment Foster Care (TFC) also known as Therapeutic Foster Care, consists of intensive
 34 and highly coordinated mental health and support services provided to a foster parent or caregiver in
 35 which the foster parent/caregiver becomes an integral part of the child’s treatment team.

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1 54. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
2 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,
3 and may include family Therapy with Client being present.

4 55. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
5 comprehensive approach to providing community-based mental health services and supports for
6 California residents. It is also known as “Proposition 63.”

7 56. Mentoring Services means non-clinical interventions provided to a client by a screened and
8 trained mentor, in conjunction with the therapeutic services being received, to help the client reach a
9 treatment goal, become independent and self-sufficient. The mentor is a peer or older, more
10 experienced individual who provides one-to-one contact and support in the following areas to assist
11 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills, concrete help
12 and/or other relationship-building activities, and linking the Client(s)/parent(s)/guardian(s) to other
13 services within the County.

14 57. National Provider Identifier (NPI) means the standard unique health identifier that was
15 adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
16 healthcare providers, individuals, and organizations must obtain a NPI for use to identify themselves in
17 HIPAA standard transactions. The NPI is assigned for life.

18 58. Notice of Adverse Benefit Determination (NOABD), as outlined in California Code of
19 Regulations Title 9 Chapter 11 Section 1850.210 and Title 22, Section 50179, means to provide formal
20 written notification via hand-delivery or mail to Medi-Cal Beneficiaries and faxed or mailed to
21 ADMINISTRATOR when services are denied, modified, reduced, delayed, suspended or terminated as
22 specified by State standards.

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

26 60. Outcomes Analyst means an individual who ensures that a program maintains a focus on
27 program outcomes and quality assurance of the data being reported. This individual will be responsible
28 for reviewing outcome data and other collected information for accuracy and correcting any errors prior
29 to entering into the data capture system and again prior to exporting the files to the County and State.
30 The Outcomes Analyst will analyze data and develop strategies for gathering new data from the Client’s
31 perspective to improve the program’s understanding of Client’s needs and desires towards furthering
32 their recovery. This individual will also provide feedback to the program and work collaboratively with
33 the employment specialist, education specialist, benefits specialist, and other staff in the program to
34 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and
35 tracking outcomes and other information. In addition, this position will be responsible for attending all
36 data and outcome related meetings and ensuring that the program is being proactive in all data collection
37 requirements and changes at the local and state levels.

1 61. Outreach means the activity of providing services to potential clients who might not
2 otherwise have access to those services. Outreach includes going out in the community and providing
3 education about services offered and requirements for participation in the various mental health
4 programs within the community. It includes identification of underserved populations and linkage to
5 appropriate Mental Health Services within the community. Such activities may result in
6 CONTRACTOR developing Referral sources for Clients from programs being offered within the
7 community.

8 62. Personal Services Coordinator (PSC) means an individual with a Bachelor's Degree in
9 Human Services or related field. It is preferred that the individual has at least two (2) years of related
10 experience with Mental Health Services, or three (3) years' experience as a client in a similar program
11 who has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an
12 entire range of needs for the Client and/or Client's family to promote success, safety, and permanence in
13 the home, school, workforce, and community and lead Clients to self-sufficiency.

14 63. Pathways to Wellbeing (PWB) is the program that the State Departments of Social Services
15 and Health Care Services have put into place to serve youth, many of whom had been in the
16 Katie A. Subclass which was established in settlement of the lawsuit, Katie A. et al. v. Bonta et al., a
17 class action lawsuit filed in Federal District Court concerning the availability of intensive mental health
18 services to children in California who are either in foster care or at imminent risk of coming into care.

19 64. Program Director (PD) means an individual who is responsible for all aspects of
20 administration and clinical operations of the mental health program, including development and
21 adherence to the annual budget. This individual will also be responsible for the following: hiring,
22 development and performance management of professional and support staff, and ensuring mental
23 health treatment services are provided in concert with COUNTY and state rules and regulations.

24 65. Programmatic Reviews refers to an evaluation of randomly selected client files, referrals,
25 and discharges for the purposes of clinical review, conducted either on-site of paper charts or via access
26 to Electronic Health Records.

27 66. Protected Health Information (PHI) or Personally Identifiable Information (PII) means
28 individually identifiable health information usually transmitted through electronic media. PHI/PII can
29 be maintained in any medium as defined in the regulations, or for an entity such as a health plan,
30 transmitted or maintained in any other medium. It is created or received by a covered entity and is
31 related to the past, present, or future physical or mental health or condition of an individual, provision of
32 health care to an individual, or the past, present, or future payment for health care provided to an
33 individual.

34 67. Provider Application and Validation for Enrollment (PAVE) The federal 21st Century
35 Cures Act requires that states screen, enroll, and re-validate network providers within managed care
36 organizations. In order to comply with the requirements set forth in the Cures Act, the Department of
37 Health Care Services (DHCS) is requiring all applicable network providers in the Mental Health Plan

1 (MHP) enroll in Medi-Cal through the PAVE platform. Applicable network providers are required to
2 enroll in Medi-Cal using the Ordering, Referring, Prescribing (ORP) enrollment pathway.

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

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

11 70. Referral means effectively linking Clients to other services within the community and
12 documenting follow-up provided within five (5) business days to assure that Clients have made contact
13 with the referred service(s). Referrals should always include a warm handoff, engaging the patient’s
14 support system, as appropriate, and ensuring accountability for Clients’ care until Client gets to the
15 alternate level of care and has a successful interaction.

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

20 72. Nurse Practitioner (NP) is a registered nurse who possesses additional preparation and skills
21 in physical diagnosis, psycho-social assessment, and management of health-illness needs in primary
22 health care, who has been prepared in a program that conforms to Board standards as specified in
23 California Code of Regulations, CCR, 1484 Standards of Education, pursuant to the provisions of
24 Chapter 6, Article 8 of the California Business and Professions Code. Also, it is preferred that the
25 individual has at least one (1) year of experience treating children and TAY.

26 73. Serious Emotional Disturbance (SED) means a mental disorder as identified in the most
27 recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary
28 substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s
29 (under the age of 18) age according to expected developmental norms. W&I 5600.3.

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

35 75. Short-Term Residential Therapeutic Program (STRTP) means a residential facility operated
36 by a public agency or private organization and licensed by the California Department of Social Services
37 pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and

1 supervision, services and supports, treatment, and short-term 24-hour care and supervision to children
 2 with the aim of moving the youth to a less restrictive environment within six months. The care and
 3 supervision provided by a short-term residential therapeutic program shall be nonmedical, except as
 4 otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and
 5 operated on a nonprofit basis.

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

13 77. Transitional Age Youth (TAY) means an individual aged 16 through 25 years of age, up
 14 until the individual turns 26.

15 78. Token means the security device which allows an end-user to access ADMINISTRATOR’s
 16 computer based IRIS.

17 79. Uniform Method for Determining Ability to Pay (UMDAP) is set forth by the State of
 18 California and means the method used for determining the annual client liability for mental health
 19 services received from the COUNTY mental health system.

20 80. W6000 means voluntary admission of a minor to a mental hospital by the minor’s parents,
 21 or by the parent, guardian, conservator, or other person entitled to the minor’s custody pursuant to
 22 Welfare and Institutions Code Section 6000(a)(2), (b)–(d), and/or (f) –(i).

23 81. Wraparound Orange County (WOC) is a program administered by the COUNTY SSA,
 24 available to children and youth, ages 0-21, who have severe emotional or behavioral difficulties, and are
 25 currently placed in, or at-risk of being placed in, a group home setting (which includes STRTPs,
 26 correctional placements and residential treatment centers), and are either: a dependent from child
 27 welfare, or a ward from probation, or referred by behavioral health.

28
 29 **II. BUDGET**

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

	<u>Period</u> <u>One</u>	<u>Period</u> <u>Two</u>	<u>Period</u> <u>Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect	\$ 108,654	\$ 108,391	\$ 108,116	\$ 325,161
PROGRAM COST				

1	Salaries	\$ 573,628	\$ 699,857	\$ 704,616	\$ 1,978,101
2	Benefits	180,235	199,072	191,259	570,566
3	Services and Supplies	<u>405,190</u>	<u>260,387</u>	<u>263,716</u>	<u>929,293</u>
4	SUBTOTAL PROGRAM COST	\$ 1,159,053	\$ 1,159,316	\$ 1,159,591	\$ 3,477,960
5	TOTAL GROSS COST	\$ 1,267,707	\$ 1,267,707	\$ 1,267,707	\$ 3,803,121
6					
7	REVENUE				
8	Federal Medi-Cal	\$ 226,339	\$ 226,339	\$ 226,339	\$ 679,017
9	MHSA	<u>1,041,368</u>	<u>1,041,368</u>	<u>1,041,368</u>	<u>3,124,104</u>
10	TOTAL REVENUE	\$ 1,267,707	\$ 1,267,707	\$ 1,267,707	\$ 3,803,121
11	TOTAL AMOUNT NOT TO EXCEED	\$ 1,267,707	\$ 1,267,707	\$ 1,267,707	\$ 3,803,121
12					

14 B. CONTRACTOR agrees the total cost of services provided for in the Contract 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 Contract, for each Fiscal Year
 18 is less than budgeted, the Amount Not to Exceed 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 Contract, 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 Contract, 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 Contract.

11 **III. PAYMENTS**

12
13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
14 \$105,642 per month, as specified in the Referenced Contract Provisions of the Contract. All payments
15 are interim payments only, and subject to Final Settlement in accordance with the Cost Report
16 Paragraph of the Contract 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 Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract
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 Contract.
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 twenty-one (21) 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 Contract.

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

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

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 Contract. Any changes, modifications, or deviations
20 to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR
21 and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject
22 to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20)
23 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 Contract. Such reports shall include actual monthly costs and revenue
29 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a
30 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
31 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 – Throughout the term of the Contract, CONTRACTOR shall submit
37 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR

1 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
 2 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 3 CONTRACTOR's progress in implementing the provisions of the Contract, number of active cases,
 4 number of Client's admitted/discharged, details of outreach activities and their results, referral sources
 5 of clients enrolled in the program, any pertinent facts or interim findings, staff changes, status of
 6 licenses and/or certifications, changes in population served and reasons for any such changes.
 7 CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly
 8 scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
 9 satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps are being
 10 taken to achieve satisfactory progress.

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

15 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 16 Reports Paragraph of this Exhibit A to the Contract.

17
 18 **V. SERVICES**

19 **A. FACILITIES**

20 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate
 21 facility for the provision of Transitional Age Youth Crisis Residential Services which meets the
 22 minimum requirements for Medi-Cal eligibility at the following location or any other location(s)
 23 approved by ADMINISTRATOR:

24
 25 Service Location to Be Determined and Approved by ADMINISTRATOR

26
 27 2. CONTRACTOR shall provide Clients and/or their family or support members twenty-four
 28 (24) hour a day, seven (7) day a week, and three hundred sixty-five (365) day a year access to their
 29 assigned case manager or a designee acceptable to ADMINISTRATOR. CONTRACTOR shall also
 30 develop with each Client and/or Client's identified support system a plan for crisis intervention services
 31 which includes whom to contact for emergency services.

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

35 b. Upon COUNTY's certification of the provider's existing sites, CONTRACTOR shall
 36 be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

37 //

1 B. TARGET POPULATION AND ELGIBILITY CRITERIA

2 1. CRP

3 a. CONTRACTOR shall deliver CRS and mental health services to SMI TAY and their
4 support system when appropriate as identified by COUNTY as eligible for these services.

5 b. CONTRACTOR shall assess individuals to determine potential Clients as meeting the
6 following criteria, unless written exception is granted by ADMINISTRATOR:

7 1) COUNTY residents.

8 2) Displaying behaviors or a history indicative of SMI as defined by the California
9 WIC 5600.3 (b).

10 3) Individuals between the ages of eighteen (18) through twenty-five (25) and their
11 support system.

12 4) At risk of hospitalization and/or out-of-home placement.

13 5) Experiencing significant conflict in their family and/or community.

14 6) Unserved or underserved because of linguistic or cultural isolation.

15 7) TAY who, with intensive-short-term support, could be returned to their families or
16 independent living situation from inpatient or out-of-home care.

17 C. CRISIS RESIDENTIAL PROGRAM SERVICES

18 1. CONTRACTOR shall provide a Crisis Intervention program through a three-phase model.
19 The initial phase shall include assessments of the SMI TAY and the TAY's family/support system, with
20 the goal of identifying strengths and short-term or immediate needs. The focus shall be on de-escalation
21 and crisis stabilization of the TAY. During phase two, the program shall be responsible for ensuring
22 that the TAY is developing appropriate coping skills and support systems, while promoting open
23 communication among the individuals' support system. The goal of phase three shall be to prepare the
24 TAY for progression toward long-term resolution and treatment in the community.

25 2. CONTRACTOR shall provide services that include but are not limited to the following:

26 a. Individual Therapy

27 b. Crisis Therapy

28 c. Case Management

29 d. Crisis Case Management

30 e. Group Therapy

31 f. Assessment

32 g. Crisis Assessment

33 3. CONTRACTOR shall provide contact within two (2) hours of Client's referral for services.

34 4. CONTRACTOR shall engage the TAY and the TAY's family/support system in the
35 program whenever possible. Clinical staff work schedules shall be based on the availability of the Client
36 and significant family members or other support figures.

37 //

1 5. CONTRACTOR shall coordinate referrals with other existing full service partnerships and
2 mental health services to ensure that all Clients are given access to the most appropriate level and type
3 of service upon discharge. Other services may include, MHSA FSP programs for TAY or adults, and
4 other COUNTY mental health services.

5 6. CONTRACTOR shall link the Client to other community support systems for maximum
6 utilization of non-mental health community resources such as pre-vocational or vocational counseling,
7 Client advocacy skills, activities to enhance the Client’s socialization skills, and other alternative
8 resources to assist the Client to live independently.

9 7. CONTRACTOR’s treatment services shall include, but may not be limited to:

10 a. Performing clinical and psycho-diagnostic assessment using DSM-V Five Axis
11 diagnosis (or updated classification system as directed by ADMINISTRATOR), to include clinical
12 consideration of each fundamental need: physical, psychological, maturational, developmental, familial,
13 educational, social, environmental and recreational. Additional examinations, tests and evaluations may
14 be conducted as clinically indicated. Findings of the examinations and evaluations shall be documented
15 in the Client record and signed by CONTRACTOR’s appropriate and responsible staff.

16 b. Obtaining valid consents for treatment.

17 c. In conjunction with Client, develop a written treatment plan, which shall be based on
18 the assessment and diagnosis of Client. The treatment plan shall delineate and justify all specific
19 treatment modes and therapeutic modalities to be used, and shall be developed in accordance with
20 ADMINISTRATOR’s standards, and utilize a full range of appropriate psychiatric and psychological
21 treatment modes and modalities. All treatment/service plans, coordination plans, and assessment
22 documents shall be developed within two (2) calendar days from the first planned face-to-face contact
23 with an individual Client and/or significant support person(s). Such plans shall identify specific
24 treatment modes, milestones for the individual Client, obstacles/symptoms, and efforts of significant
25 support person(s) and program staff on behalf of the Client. All treatment/service plans shall include
26 observable and measurable Client milestones.

27 d. Use of individual therapy, brief intensive services, and short-term and group therapy
28 modalities including psycho-educational, cognitive behavioral and emotional regulation techniques.
29 CONTRACTOR shall develop and implement group therapy modalities for conditions that, according to
30 established research, would particularly show improvement when treated in this manner.

31 e. Collateral services, including individual therapy to a Client’s support system to help
32 them in their support role. Services shall be provided to Client’s support system when it is determined
33 that it is in the best interest in treating Client. CONTRACTOR shall promote active participation of
34 Client’s supports. CONTRACTOR shall make appropriate referrals to mental health providers for
35 medication and/or mental health services to address the support’s DSM-V mental disorder.

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37 //

1 f. Providing other mental health services, which may include, but not be limited to, family
2 therapy, Crisis Intervention, treatment planning, discharge planning, case management, linkage, and
3 consultation.

4 8. CONTRACTOR shall hire and retain co-occurring (SMI/SUD) capable staff, to have the
5 capability to provide necessary treatment services to dually diagnosed clients.

6 D. CONTRACTOR RESPONSIBILITIES

7 1. CONTRACTOR shall offer a sufficient amount of treatment services during evening hours
8 in order to accommodate Clients and their supports who are not able to participate during regular day-
9 time hours.

10 2. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space
11 and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

12 3. CONTRACTOR shall ensure that all clinical documentation, is to be reflected on the
13 Client’s chart within seventy two (72) hours after the completion of services but not later than the
14 maximum allowable timeframe prescribed in the guidelines established by AQIS.

15 4. CONTRACTOR shall operate the program in such a manner that meets or exceeds the
16 requirements of Community Care Licensing Division of the California Department of Social Services..

17 5. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
18 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
19 shall maintain documentation of such efforts which may include, but not be limited to: records of
20 participation in COUNTY sponsored or other applicable trainings; recruitment and hiring P&Ps; copies
21 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
22 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

23 6. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
24 CONTRACTOR’s administrative and program P&Ps. CONTRACTOR shall provide signature
25 confirmation of the P&P training for each staff member and place in their personnel files.

26 7. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider
27 Training, and staff responsible for input into IRIS complete IRIS New User Training.

28 8. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
29 Subparagraph C. of the Compliance Paragraph of the Contract.

30 9. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
31 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
32 for quality improvement, supervisory review, and medication monitoring.

33 10. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
34 ADMINISTRATOR’s Standards of Care practices; P&P’s, Annual Provider Training; DHCS State
35 Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation
36 Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as provided by
37 //

1 ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and
2 ADMINISTRATOR charting standards; and any state regulatory requirements.

3 11. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems
4 to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate
5 claim submissions.

6 12. CONTRACTOR shall maintain on file at the facility, minutes and records of all quality
7 improvement meetings and processes. Such records and minutes shall also be subject to regular review
8 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
9 ADMINISTRATOR’s P&Ps.

10 13. CONTRACTOR shall attend:

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

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

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

17 d. Quarterly QIC meetings.

18 14. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
19 and client case management meetings.

20 15. CONTRACTOR shall participate in any clinical case review and implement any
21 recommendations made by ADMINISTRATOR to improve Client care.

22 E. PERFORMANCE OUTCOMES

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

25 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
26 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR’s
27 services on the well-being of COUNTY residents being served under the terms of the Contract. The
28 expected outcomes include increased levels of school attendance, increased levels of employment,
29 decreased use of inpatient psychiatric beds, decreased involvement with law enforcement, and a
30 decrease in homelessness.

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

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

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

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

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

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

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

12 5. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through
13 acts of negligence.

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

17 G. CONTRACTOR shall obtain a NPI.

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

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

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

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

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

37 //

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

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

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

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

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

27
28 **VI. STAFFING**

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

PROGRAM NON-DSH PRODUCING	<u>FTE</u>
Licensed Director of Youth Development	0.05
Licensed Program Director/Group Home Administrator	1.00
House Supervisor/ CRP/SRF Administrator	1.00
Quality Assurance Specialist	0.50
Mental Health Specialist	9.40

1	On Call Pool for Mental Health Specialists	<u>0.50</u>
2	SUBTOTAL NON-DSH PRODUCING	12.45
3	PROGRAM DSH PRODUCING	
4	Clinician	1.00
5	Clinical Trainee(s)	<u>0.00</u>
6	SUBTOTAL DSH PRODUCING	1.00
7		
8	GRAND TOTAL FTE	13.45
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, LMFT, 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 employee 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 Contract, 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 Contract 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 notify ADMINISTRATOR, in writing, no later than seventy-two (72)
 33 hours of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.
 34 CONTRACTOR's notification shall include at a minimum the following information: employee
 35 name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

36 //
 37 //

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

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

9 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
10 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
11 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting
12 facilitation. basic knowledge of psychotropic medications, confidentiality, identification of strengths,
13 promoting life skills and such other topics identified by ADMINISTRATOR. Formal training sessions
14 may also be used to cover these topics but cannot substitute for weekly supervision hours.

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

19 K. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time
20 the standards referenced below are minimum standards, and shall make every effort to exceed these
21 minimums.

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

23 2. CONTRACTOR shall provide a minimum of two thousand one hundred (2,100) Client
24 related direct service hours (DSH). Billable services shall be equal to minimum of eighty percent (80%)
25 of total DSH or one thousand six hundred eighty (1,680) billable DSH.

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

27 a. Clinician shall provide one hundred (100) DSH per month or one thousand two
28 hundred (1,200) DSH per year.

29 b. Clinician Trainees/Interns shall provide seventy-five (75) DSH per month or nine
30 hundred (900) DSH per year.

31 5. CONTRACTOR shall provide CRS to a minimum of seventy-eight (78) Clients during the
32 term of the Contract. The program has the capacity of six (6) beds and a targeted length of stay of three
33 (3) weeks with an occupancy rate of eighty-three percent (83%). Stays in this short-term program
34 longer than the three-week target must have ADMINISTRATOR written approval.

35 6. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are
36 below workload standards, as defined in the Staffing Paragraph, Subparagraph K., of this Exhibit A to
37 the Contract, unless otherwise approved by ADMINISTRATOR.

L. STUDENT INTERNS

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

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

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

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

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

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1 EXHIBIT B
2 TO CONTRACT FOR PROVISION OF
3 TRANSITIONAL AGE YOUTH
4 CRISIS RESIDENTIAL SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 WAYMAKERS
9 JULY 1, 2021 THROUGH JUNE 30, 2024

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 3. Audit Controls

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

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

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

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

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO CONTRACT FOR PROVISION OF
3 TRANSITIONAL AGE YOUTH
4 CRISIS RESIDENTIAL SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 WAYMAKERS
9 JULY 1, 2021 THROUGH JUNE 30, 2024
10

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 EXHIBIT D
 2 TO CONTRACT FOR PROVISION OF
 3 TRANSITIONAL AGE YOUTH
 4 CRISIS RESIDENTIAL SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 WAYMAKERS
 9 JULY 1, 2021 THROUGH JUNE 30, 2024

10
 11 **I. GOOD NEIGHBOR POLICY**

12
 13 COUNTY, as a political subdivision of the State of California, is mandated by state and federal law
 14 to provide certain services to all County residents. In addition, COUNTY provides certain other non-
 15 mandated services to enhance the well-being and quality of life for its residents. COUNTY is
 16 committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and
 17 communities in which its Residential Program contractors provide services to its residents.

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

21 This Policy applies only to the extent CONTRACTOR provides direct services to COUNTY Clients
 22 pursuant to this Contract. The intent of this Policy is to identify community impacts and measures to
 23 mitigate those impacts to be an integral part of the neighborhood and community COUNTY serves.
 24 CONTRACTOR shall establish a policy that includes all of the following elements:

- 25 1. Ensure staff and clients conduct themselves in a manner that demonstrates respect for the
 26 community and consideration of neighbors when entering/exiting the facility or outdoors.
- 27 2. Establish and maintain early communication with cities, neighborhoods and communities as
 28 a way to identify potential impacts to neighborhoods and mitigate as needed.
- 29 3. Establish cooperative relationships with cities, neighborhoods and communities where
 30 services are being rendered and mitigate impact as needed.
- 31 4. Collaborate with cities, neighborhoods and communities as a way to promote integration of
 32 facilities into the community and determine the effectiveness of established good neighbor practices.
- 33 5. Develop written procedures to track, respond and mitigate neighborhood complaints.
 34 Procedures should include identification of a contact person for complaint resolution and identification
 35 of COUNTY contact if complaint is not adequately resolved. The procedures must also identify how
 36 these incidents will be reported to the appropriate COUNTY contact in a timely manner.

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- 1 6. Establish generalized good neighbor practices for services and facility(ies) that include:
- 2 a. Adequate parking
- 3 b. Adequate waiting and visiting areas
- 4 c. Adequate restroom facilities
- 5 d. Property maintenance and appearance
- 6 e. Community safety
- 7 f. Congregation guidelines
- 8 g. Security provisions

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10 CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing

11 of services.

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