

AGREEMENT FOR PROVISION OF
 MENTAL ~~HEALTH~~
~~PEER~~ ~~HEALTH~~ ~~PEER~~ SUPPORT AND
 WELLNESS CENTER SERVICES SOUTH REGION
 BETWEEN
 COUNTY OF ORANGE
 AND

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
~~SEPTEMBER~~ JULY 1, 2015 2017 THROUGH JUNE 30, ~~2017~~ 2020

THIS AGREEMENT entered into this 1st day of ~~September 2015, which~~ July 2017 (effective date ~~is enumerated for purposes of reference only;~~), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY, a California non-profit mutual benefit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health Peer Support and Wellness Center Services South Region 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, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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: ~~September~~ January 1, ~~2015~~ 2017 through June 30, ~~2017~~ 2020

Period One means the period from ~~September~~ July 1, ~~2015~~ 2017 through June 30, ~~2016~~ 2018

Period Two means the period from July 1, ~~2016~~ 2018 through June 30, ~~2017~~ 2019

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

Maximum Obligation:

Period One Maximum Obligation: ~~\$ 769,094~~ \$

819,222

Period Two Maximum Obligation: ~~769,094~~

819,222

Period Three Maximum Obligation: 819,222

TOTAL MAXIMUM OBLIGATION: ~~\$1,538,188~~ \$2,457,666

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 80-608-5077

Contractor Tax ID Number: 95-2036972

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: Orange County Association for Mental Health
dba Mental Health Association of Orange County
822 Town and Country Road
Orange, CA 92868

Contact Name: Jeffery Thrash Chief Executive Officer

Contact Email: thrash@mhaoc.org

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I. ~~Acronyms~~ **ACRONYMS**

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

A.	ADL	Activities of Daily Living			
A.	B.	AES	Advanced Encryption Standard		
C.	AMHS	Adult Mental Health Services			
D.	AA	Alcoholics Anonymous			
E.	ARRA	American Recovery and Reinvestment Act			
B.	F.	ASRS	Alcohol and Drug Programs Reporting System		
G.	BBS	Board of Behavioral Sciences			
H.	BCP	Business Continuity Plan			
I.	BHS	Behavioral Health Services			
C.	J.	CAT	Centralized Assessment Team		
K.	CCC	California Civil Code			
D.	L.	CCR	California Code of Regulations		
M.	CD/DVD	Compact Disc/Digital Video or Versatile Disc			
E.	CEO	County Executive Office			
F.	N.	CFR	Code of Federal Regulations		
G.	O.	CHHS	California Health and Human Services Agency		
P.	CHPP	COUNTY HIPAA Policies and Procedures			
H.	COI	Certificate of Insurance			
I.	Q.	CHS	Correctional Health	CRS	Crisis Residential Services
J.	R.	CIPA	California Information Practices Act		
S.	CMPPA	Computer Matching and Privacy Protection Act			
T.	CSW	Clinical Social Worker			
K.	U.	DCR	Data Collection and Reporting		
V.	DD	Dual Disorders	Diagnosis		
W.	L.	D/MC	Drug/Medi-Cal		
M.	DHCS	Department of Health Care Services			
N.	X.	D/MC	Drug/Medi-Cal		
Y.	DoD	US Department of Defense			
Z.	DPFS	Drug Program Fiscal Systems			
AA.	DRP	Disaster Recovery Plan			
AB.	DRS	Designated Record Set			
O.	AC.	DSH	Direct Service Hours	Hour	
P.	ePHI	AD.	DSM	Diagnostic and Statistical Manual of Mental	

1	Disorders	
2	AE. EBP	Evidence Based Practice
3	AF. E-Mail	Electronic Mail <u>Protected Health Information</u>
4	<u>Q. EPSDT</u>	<u>Early Periodic Screening, Diagnosis, and Treatment</u>
5	R. AG. EHR	Electronic Health Record
6	AH. FIPS	Federal Information Processing Standards
7	AI. FSP/W	Full Service Partnership/ <u>Wraparound</u>
8	<u>S. GAAP</u>	<u>Generally Accepted Accounting Principles</u>
9	<u>T. HCA</u>	<u>Health Care Agency</u>
10	U. AJ. FTE	Full Time Equivalent
11	AK. HHS	Health and Human Services
12	AL. V. HIPAA	Health Insurance Portability and Accountability Act <u>of 1996, Public</u>
13		<u>Law 104-191</u>
14	W. AM. HSC	California Health and Safety Code
15	X. AN. ID	Identification
16	AO. IEA	Information Exchange Agreement
17	AP. IMD	Institution for Mental Disease
18	AQ. IRIS	Integrated Records <u>and</u> Information System
19	<u>Y. ISO</u>	<u>Insurance Services Office</u>
20	<u>Z. LCSW</u>	<u>Licensed Clinical Social Worker</u>
21	AA. AR. KET	Key Events Tracking
22	AS. LPS	Lanterman-Petris Short
23	AT. LPT	Licensed Psychiatric Technician
24	<u>AB. LVN</u>	<u>Licensed Vocational Nurse</u>
25	AC. AU. MFT	Marriage and Family Therapist
26	AD. AV. MHP	Mental Health Plan
27	AW. MHRC	Mental Health Rehabilitation Centers
28	AX. MHS	Mental Health Specialist
29	AY. AE. MHSA	Mental Health Services Act
30	AZ. AF. MIHS	Medical and Institutional Health Services
31	BA. MORS	Milestones of Recovery Scale
32	BB. NA	Narcotics Anonymous
33	BC. NIST	National Institute of Standards and Technology
34	BD. AG. NOA-A	Notice of Action
35	BE. NP	Nurse Practitioner
36	BF. AH. NPI	National Provider Identifier
37	BG. AI. NPP	Notice of Privacy Practices

1	BH.	OCJS	Orange County Jail System
2	BI.	OCPD	Orange County Probation Department
3	BJ.	OCR	Office for Civil Rights
4	BK.	OCSD	Orange County Sheriff's Department
5	BL.	<u>AJ.</u>	OIG Office of Inspector General
6	BM.	<u>AK.</u>	OMB Office of Management and Budget
7	BN.	<u>AL.</u>	OPM Federal Office of Personnel Management
8	BO.	P&P	Policies and Procedures
9	BP.	PADSS	Payment Application Data Security Standard
10	BQ.	PAF	Partnership Assessment Form
11	BR.	PBM	Pharmaceutical Benefits Management
12	BS.	<u>AM.</u>	PC State of California Penal Code
13	BT.	PCI DSS	Payment Card Industry Data Security Standard
14	BU.	<u>AN.</u>	PHI Protected Health Information-
15	BV.	PI	Personal Information
16	BW.	<u>AO.</u>	PII Personally Identifiable Information
17	BX.	<u>AP.</u>	PRA Public Record Act
18	BY.	PSC	Personal Services Coordinator
19	BZ.	<u>AQ.</u>	QIC Quality Improvement Committee
20	<u>AR.</u>	<u>SIR</u>	<u>Self-Insured Retention</u>
21	<u>AS.</u>	CA.RN	Registered Nurse
22	CB.	SSI	SSA Social Security Income Services Agency
23	<u>AT.</u>	<u>TAY</u>	<u>Transitional Age Youth</u>
24	<u>AU.</u>	<u>TBS</u>	<u>Therapeutic Behavioral Services</u>
25	<u>AV.</u>	CC.	HITECH Act The Health Information Technology for Economic and Clinical Health Act,
26			
27			Public Law 111-005
28	CD.	MTP	Treatment Plan
29	CE.	UMDAP	Universal Method of Determining Ability to Pay
30	CF.	USC	United States Code
31	CG.	<u>AW.</u>	WIC State of California Welfare and Institutions Code
32	CH.	WRAP	Wellness Recovery Action Plan
33	CI.	XML	Extensible Markup Language
34	<u>AX.</u>	<u>WOC</u>	<u>Wraparound Orange County</u>

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,

1 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
2 subject matter of this Agreement.

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

7 8 **III. ASSIGNMENT OF DEBTS**

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

16 17 **IV. COMPLIANCE**

18 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
19 adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
21 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
22 Compliance Trainings.

23 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
24 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
25 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
26 described in subparagraphs below.

27 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
28 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
29 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
30 Compliance Program and Code of Conduct.

31 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
32 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
33 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
34 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program
35 and Code of Conduct contains all required elements. -CONTRACTOR shall take necessary action to
36 meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and
37 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain

all required elements.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

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

1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and

State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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

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

C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise

communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

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

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

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

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

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

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

B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis

for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. ~~The~~ The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

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

D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

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

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

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

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

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and

Coverage sections of the rules implementing 51 F.R. 6370.

VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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

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

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

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

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by

means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of

Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

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

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

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

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

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

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

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

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

XII. INDEMNIFICATION AND INSURANCE

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

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

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

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an

amount in excess of \$~~25~~50,000 (\$5,000 for automobile liability~~);~~) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

Workers' Compensation

Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

Network Security & Privacy Liability

\$1,000,000 per claims made

Professional Liability Insurance

\$1,000,000 per claims made

\$1,000,000 aggregate

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS –

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

a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

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

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

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

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

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement ~~may be in breach without further notice to CONTRACTOR, and by~~ COUNTY ~~shall be entitled to all legal remedies.~~

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

R. SUBMISSION OF INSURANCE DOCUMENTS

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

- Prior to the start date of this Agreement.
- No later than the expiration date for each policy.
- Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

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

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall

1 have sole discretion to impose one or both of the following:

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

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

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

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

15 **XIII. INSPECTIONS AND AUDITS**

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

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

30 **C. AUDIT RESPONSE**

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

36 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
37

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~and file with ADMINISTRATOR, an annual, independent, organization wide audit of related expenditures as may be required during the term of this Agreement~~ an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

XIV. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage

1 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

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

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

37 D. CONTRACTOR shall at all times be capable and authorized by the State of California to

provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

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

XV. ~~LITERATURE AND ADVERTISEMENTS~~

. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XVI. MAXIMUM OBLIGATION

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

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the original amount of the first year of funding for this Agreement.

~~XVI. MINIMUM WAGE LAWS~~**XVII. MINIMUM WAGE LAWS**

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

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

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

XVIII. NONDISCRIMINATION**A. EMPLOYMENT**

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

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

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

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for

1 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
2 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

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

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

36 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
37 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all

complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY's ~~Patient~~Patient's Rights Office.

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

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

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

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

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

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

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

XIX. NOTICES

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

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

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

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

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

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

XX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

Notification of Death Paragraph.

XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

E. CONTRACTOR shall ~~make~~ ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records ~~pertain~~ related to the costs of services, participant fees, charges, billings, and revenues available, client and/or patient records are met at one (1) location within the limits of the County of Orange all times.

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

1. The medical records and billing records about individuals maintained by or for a covered

1 health care provider;

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

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

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

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

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

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

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

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

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

25 ~~XXII. RESEARCH AND PUBLICATION~~

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

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

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

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

36 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
37

of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXIII. RESEARCH AND PUBLICATION

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

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

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

XXVI. STATUS OF CONTRACTOR

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

XXVII. TERM

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

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a

weekend or holiday may be performed on the next regular business day.

XXVIII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar ~~days~~^{days} written notice given the other party.

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget~~(s)~~ approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~^{day's} written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole

discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of ~~the~~this Agreement.

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

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

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

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

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

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

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

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

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

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

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

XXIX. THIRD PARTY BENEFICIARY

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

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XXX. WAIVER OF DEFAULT OR BREACH

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

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

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5 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
6 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
7

8
9 BY: - _____ DATED: _____
10

11
12 TITLE: _____
13
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16

17
18 COUNTY OF ORANGE
19

20
21 BY: - _____ DATED: _____
22

23 HEALTH CARE AGENCY
24
25
26

27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31
32 BY: - _____ DATED: _____
33

34 DEPUTY
35

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

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 MENTAL ~~HEALTH~~
~~PEER~~ HEALTH ~~PEER~~ SUPPORT AND
 WELLNESS CENTER SERVICES SOUTH REGION
 BETWEEN
 COUNTY OF ORANGE
 AND

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
~~SEPTEMBER~~ July 1, ~~2015~~ 2017 THROUGH JUNE 30, ~~2017~~ 2020

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

4. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

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

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

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put

into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

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

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

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

8. Data Collection System means software designed for collection, tracking and reporting outcomes data for clients enrolled in the FSP Programs.

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

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

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

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

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

Partnership date.

9. CarePlan Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and case management services to those clients who seek services in the COUNTY operated outpatient programs.

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

11. CAT means Centralized Assessment Team and refers to a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.

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

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

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

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

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

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

18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management,

medication support and a crisis intervention service to any client open in the IRIS which includes both billable and non-billable services.

19. Engagement means the process by which a trusting relationship between worker and client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is the objective of a successful outreach.

20. Face-to-Face means an encounter between client and provider where they are both physically present.

21. FSP

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

b. Crisis management;

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

c. Client services are focused on recovery and harm reduction to encourage the highest level of client empowerment and independence achievable. PSC's will meet with the consumer in their current community setting and will develop a supportive relationship with the individual served.

Substance abuse treatment will be integrated into services and provided by the client's team to individuals with a co-occurring disorder.

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

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

23. Individual Services and Support Funds - Flexible Funds (aka Flex Funds) means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client's mental health treatment activities.

24. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an evaluation to determine if the client meets program criteria and is willing to seek services.

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

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

27. ~~Job Coach/Developer~~ Employment Specialist means a specialized position dedicated to cultivating and nurturing employment opportunities for the clients and matching the job to the client's strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

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

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

30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.

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

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

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

c. Co-Occurring see DD Integrated Treatment Model.

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

e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

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

g. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

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

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

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

33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental health field or has a high school diploma and two (2) years of experience delivering services in a mental health field.

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

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

36. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the medical necessity criteria for specialty mental health services.

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

38. Outreach means the outreach to potential clients to link them to appropriate mental health services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own client referral sources for the programs they offer.

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39. Peer Recovery Specialist/Counselor means an individual a person with lived experience with behavioral health issues who has been through the same or similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function-by the program. A peer recovery specialist practice is informed by his/her own experience.

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

41. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to clients that qualify for medication benefits.

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

43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

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

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

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

47. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is

created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

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

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

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

55. Token means the security device which allows an individual user to access the ADMINISTRATOR computer based IRIS.

56. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method used for determining the annual client liability for mental health services received from COUNTY mental health system and is set by the State of California.

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

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

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

II. BUDGET

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

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	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	TOTAL
1					
2	ADMINISTRATIVE COST	IOD	IOD	IOD	L
3	— Indirect Costs	\$ 64,495	\$ 77,394	\$ 77,394	\$ 232,182
4	SUBTOTAL	\$ 64,495	\$ 77,394	\$ 77,394	\$ 232,182
5	ADMINISTRATIVE COST				
6					
7	PROGRAM COST				
8	— Salaries	\$ 296,833	\$ 356,200	\$ 356,200	\$ 1,009,233
9	— Benefits	59,367	71,240	71,240	201,847
10	— Services and Supplies	220,217	264,260	264,260	748,737
11	SUBTOTAL PROGRAM COST	\$ 576,417	\$ 691,700	\$ 691,700	\$ 1,959,817
12					
13	START-UP COSTS	\$ 128,182	\$ 0	\$ 0	\$ 128,182
14	TOTAL GROSS COST	\$ 769,094	\$ 769,094	\$ 769,094	\$ 2,326,217
15					
16	REVENUE				
17	— MHSA	\$ 769,094	\$ 769,094	\$ 769,094	\$ 2,307,282
18	TOTAL REVENUE	\$ 769,094	\$ 769,094	\$ 769,094	\$ 2,307,282
19					
20	TOTAL MAXIMUM OBLIGATION	\$ 769,094	\$ 769,094	\$ 769,094	\$ 2,307,282
21					
22	ADMINISTRATIVE COST				
23	Indirect Costs	\$ 77,394	\$ 77,394	\$ 77,394	\$ 232,182
24					
25					
26					
27	PROGRAM COST				
28	Salaries	\$ 408,071	\$ 408,071	\$ 408,071	\$ 1,224,213
29					
30					
31	Benefits	\$ 77,526	\$ 77,526	\$ 77,526	\$ 232,578
32					
33					
34	Services and Supplies	\$ 256,231	\$ 256,231	\$ 256,231	\$ 768,693
35					
36					
37					

1	<u>SUBTOTAL PROGRAM COST</u>	\$	\$	\$	\$2,22
2		741,	741,	741,	5,484
3		828	828	828	
4					
5	<u>TOTAL GROSS COST</u>	\$	\$	\$	\$2,45
6		819,	819,	819,	7,666
7		222	222	222	
8					
9	<u>REVENUE</u>				
10	<u>MHSA</u>	\$	\$	\$	\$2,45
11		819,	819,	819,	7,666
12		222	222	222	
13	<u>TOTAL REVENUE</u>	\$	\$	\$	\$2,45
14		819,	819,	819,	7,666
15		222	222	222	
16					
17	<u>TOTAL</u>	\$	\$	\$	\$2,45
18	<u>MAXIMUM OBLIGATION</u>	819,	819,	819,	7,666
19		222	222	222	
20					

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

32 III. PAYMENTS

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amounts of
 35 ~~\$76,909~~68,268 per month ~~for Period One and \$64,091 per month for Period Two~~. All payments are
 36 interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of
 37 the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the

services hereunder; provided, however, the total of such payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

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IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

B. FISCAL

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

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

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

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of the events and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

E. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of clients~~members~~, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident, and complete a Special Incident Report in accordance with guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client~~member~~-related services provided by, or under contract with, COUNTY as identified in the ADMINISTRATOR Policies and Procedures (P&Ps).

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

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

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

23072 Lake Center Drive
Lake Forest, California 92630

1. The facility shall include space to support the services identified within the Agreement.
2. The facility shall be open until at least 5:00 p.m.; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours in order to meet member needs.

B. PERSONS TO BE SERVED – The target groups for the Peer Support and Wellness Center (Wellness Center) consist of adults residing in COUNTY, eighteen (18) years of age or older, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder. To benefit from services~~groups/classes/activities~~, members should be relatively stable, working on their recovery, and may require a support system to assist them in maintaining their stability while continuing to progress in their personal growth and development. The Wellness Center program shall have the ability to host a minimum of fifty (50) members each day of operation.

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1 C. SERVICES TO BE PROVIDED

2 1. CONTRACTOR shall provide a Wellness Center program that is culturally and
3 linguistically appropriate while focusing on personalized socialization, relationship building, assistance
4 maintaining benefits, setting employment goals, and providing educational opportunities. The Wellness
5 Center shall be grounded in a recovery model that will enable services to be provided to a diverse
6 member base.

7 2. Wellness Center services shall be ~~person~~member-driven and embedded within an array of
8 services to include: individualized wellness recovery action plans, peer supports, social outings, and
9 recreational activities. The Wellness Center shall be based upon a non-reliance on professionals and
10 peer-to-peer support in a non-judgmental environment. A wide variety of weekend, evening, and
11 holiday social activities shall be provided for members to increase socialization and encourage
12 integration into the community. In addition, the Wellness Center shall make effort to engage in
13 collaborative activities with the other Wellness Centers. The ultimate goal of the Wellness Center
14 program is to reduce reliance on the mental health system and to increase
15 self-reliance by building a healthy network of support, which may involve the members family, friends,
16 and significant others.

17 3. Wellness Center members shall be offered a broad range of personalized social
18 development services that are culturally relevant and tie into the recovery model.

19 4. The philosophy of the Wellness Center shall draw upon cultural strengths and utilize
20 service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's
21 ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a
22 continuous focus in the development of the programming, recruitment, and hiring of staff that speak the
23 same language and have the same cultural background of the members that are to be served. This
24 inclusion of COUNTY's multiple cultures will assist in maximizing access to services offered at the
25 Wellness Center. ADMINISTRATOR will provide education and training to staff addressing cultural
26 and linguistic needs.

27 5. MEMBER ADVISORY BOARD - The Wellness Center shall have a Member Advisory
28 Board (MAB) comprised of and driven by active members, who shall be accessible to, and serve as role
29 models to all Center members, and provide recommendations for Center activities and ongoing program
30 development, develop subcommittees to assist with various projects, and to ensure adherence to the
31 Wellness Center's rules of conduct: and social agreements. In support of the MAB, CONTRACTOR
32 shall:

33 a. Solicit membership to the MAB whenever a vacancy is created through attrition of term
34 limits or other vacancies, and create a pool of members as back-ups that can step into a MAB role in the
35 event an active MAB member cannot continue to fulfill their duties;

36 b. Provide support and direction to the MAB to assist with maintaining structure, roles,
37 responsibilities and rules of order, and to ensure adherence to the MAB by-laws, including periodic

review and modification to those by-laws as required;

c. Collect membership survey data in order to assess achievement of performance outcomes, in collaboration with the MAB, and utilize the data to further develop Wellness Center service delivery;

d. Review MAB and member suggestions and recommendations ~~in order~~ on a daily basis. Responses to ~~develop~~ member suggestions and recommendations shall be posted weekly;

e. Develop and publish a weekly/monthly ~~schedule~~ calendar of Wellness Center groups, classes, and activities. Member recommendations and suggestions shall be considered when developing the calendar, as well as to determine content of material to be included in the Wellness Center groups, classes, and activities, including the Wellness Center website;

f. Maintain Wellness Center standards and guidelines for members including, but not limited to:

- 1) Membership criteria;
- 2) Social Agreements;
- 3) Exited members; and
- 4) Equipment/resource utilization policies.

6. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis intervention and de-escalation approaches and techniques, as required.

7. CONTRACTOR shall develop WRAP plans for all consumer staff members ~~and members of the Wellness Center~~. In addition to WRAP plans, both organizational and community resources shall be made available to staff that support them in their personal recovery as well as their professional growth.

8. CONTRACTOR shall, at a minimum, provide the following service components in the Wellness Center program, as identified below:

a. Wellness/Advocacy/Recovery: The Wellness Center shall be primarily focused on member wellness and advocacy. This may include classes on life skills, money management, member empowerment and WRAP. WRAP is a structured system to help members monitor uncomfortable and distressing symptoms and to reduce those symptoms by using planned responses. CONTRACTOR shall develop a WRAP plan for all new members, and shall strive to develop WRAP plans for all existing members to assist them in developing wellness tools. All WRAP groups shall be facilitated by peer members who have been trained in WRAP fundamentals.

b. Recreation Activities: In addition to any planned outside recreation activities, the Wellness Center shall also utilize an indoor recreation area. This multifaceted space will serve various purposes as a classroom, arts center, a social room, and a performing arts stage. A range of social, recreational, athletic and spiritual activities shall be offered on and off site to increase opportunities for community integration.

c. Community Integration: CONTRACTOR shall schedule off-site activities each month,

with the frequency of such activities being driven by members and the Member Advisory Board. These activities shall assist members with developing skills that strengthen their confidence to engage in their own activities outside of the Center.

d. Garden: The Wellness Center shall maintain an outdoor garden. The garden shall be used to provide benefits for members on multiple levels, and shall offer members an opportunity for therapeutic recreation, learning job skills, team building exercises, and practicing responsibility. As a secondary benefit to having a garden, the harvest of fruits and vegetables may be used for cooking, nutrition, and healthy living classes offered by the program.

e. Health & Wellness (Meditation/Relaxation): Member activities shall be developed that support health and well-being. Exercise, nutrition, ~~and healthy living~~, and smoking cessation classes, as well as spiritual resources shall be offered, and a room shall be dedicated specifically for meditation, relaxation, and quiet introspection.

f. Resource Center: The Wellness Center shall include a Resource Center that will offer literature, computer access, videos, tapes and other educational materials to members. Members may choose to check out specific material or use them in the Resource Center. In addition, job postings and other materials related to employment and education shall also be made available in this room.

g. Vocational/Job Training: Offer training for employment readiness (resume writing, interviewing, basic job skills), assistance in finding jobs for members with the intent of developing self-esteem and independence around securing and maintaining a job. Wellness Center staff shall assist in finding volunteer and paid positions for members, and support members who are working to facilitate success. Job-specific orientation shall be provided to all volunteers prior to their participation in volunteering activities or events.

9. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. Members shall be encouraged to participate in smoking cessation classes offered by the program.

10. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

11. CONTRACTOR shall collaborate with community support groups to include hosting groups of interest to members such as AA and NA. These self-help groups will meet in order to provide members with an avenue for full recovery. The Wellness Center may offer ongoing 12-step groups geared towards members maintaining their sobriety and living a healthy life.

12. CONTRACTOR shall possess the ability to provide or arrange for transportation of members to planned community activities or events, and maintain the ability to provide or arrange transportation for members for emergency services. Members shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible.

13. COLLABORATION AND COMMUNITY PARTNERSHIPS

a. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing standardized protocols, guidelines, and policies including, but not limited to:

- 1) Membership criteria;
- 2) Member Advisory Board roles and responsibilities;
- 3) Social Agreements; and
- 4) Exited members.

b. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing combined events and activities that maximize participation from members in all regions of the County.

c. CONTRACTOR shall develop ongoing relationships with community partners to expand resources and services available to members.

14. CONTRACTOR shall attend:

- a. Meetings requested by County staff to address any aspect of Wellness Center services.
- b. Monthly ADMINISTRATOR management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.

c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.

15. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY members without obtaining prior written authorization from ADMINISTRATOR.

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

D. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the Agreement, be required to establish and achieve Performance Outcome Objectives, and track and report Performance Outcome Objective statistics in monthly programmatic reports, as identified below.

a. Achieve monthly participation by thirty (30) or more unduplicated active members in community integration activities which may include, but are not limited to: social outings, recreational activities, and educational activities outside of the Wellness Center.

b. Achieve monthly participation by thirty percent (30%) of unduplicated active members in two (2) or more groups or activities offered either at the Center or in the community.

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c. Achieve annual member employment, ~~in paid or volunteer, of employment positions,~~ for a minimum of ~~100~~ thirty (30) unduplicated members as a result of skills learned in employability classes provided by the program, as well as from participation in an annual Job Fair sponsored by the program.

d. Achieve a monthly minimum of twenty (20) unduplicated members volunteering in the program or in the community in a variety of settings.

e. Achieve annual enrollment of a minimum of 50 ~~twenty-five (25) unduplicated~~ members in education classes offered at local community colleges, the ~~Education~~ Educational Center at Tustin Campus, on-line courses, or other educational settings as a result of educational training groups/classes provided by the program.

~~_____~~ ~~e~~ f. Achieve annual participation by a minimum of fifty (50) unduplicated members in facilitating all or portions of community meetings.

~~_____~~ ~~g.~~ Achieve annual participation by a minimum of one hundred (100) unduplicated members in co-facilitating all groups, classes or portions of community meetings. ~~activities offered by the program.~~

~~_____~~ ~~f~~ h. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Agreement, to determine the effectiveness of services offered by the program, and make programming recommendations or modifications, as required, that ensure the services provided are meeting the needs of members, and also to ensure that Performance Outcomes are achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall status and achievement of Performance Outcomes established for this program.

~~g~~ i. Develop, in conjunction with County, additional ongoing performance measures/outcomes or program's target goals.

E. MEMBER DEMOGRAPHICS AND STATISTICS

1. CONTRACTOR shall track and monitor the number of members enrolled for participation at the Wellness Center.

2. CONTRACTOR shall track the number of groups provided per week and how many members attend each group. These numbers shall be reported monthly.

3. CONTRACTOR shall track the total number of activities provided on and off site for the month as well as number of members who attended. These numbers shall be reported monthly.

4. CONTRACTOR shall track members' satisfaction and /or desire for improvement in living arrangements, education, and employment/work experience by using a quality of life scale in these areas at enrollment and every six months thereafter.

5. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing demographics and statistics.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

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

	FTE
<u>Regional Clinical Supervisor</u>	0.3
—Program Director	1.000
—Assistant <u>Program</u> Director	1.000
—Administrative Assistant	1.000
<u>Data Analyst</u>	1.0
—Education/Employment/Volunteer Specialist	1.000
—Housing Specialist	1.000
—Peer Mentor	4.505
— Data Analyst	0.50
TOTAL FTE	10.008

B. Wellness Center Program Staff shall be persons with lived experience with behavioral health issues.

C. Program Director roles and responsibilities shall include, but not be limited to:

1. Development of group topics and planned activities in conjunction with Member Advisory Board and member input;
2. Maintain ongoing communication with members on needs and desired activities in order to support and promote their continued recovery and assimilation into the larger mainstream community;
3. Research, evaluate, and implement the most current best practices as they relate to this level of recovery and independence, including continued progress towards achieving positive outcomes;
4. Focus on outcomes and developing systems to measure recovery as a process (short term goals) and as an outcome (long term goal);
5. Submittal of monthly demographics and performance outcome data to ADMINISTRATOR with verification that outcome data is correct;
6. Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed annually and revised as needed.
7. Fiscal and programmatic management of the Wellness Center's operating budget;
8. Development and coordination of in-service training of staff, both initially and ongoing, on topics related to recovery-based services. A training schedule with topics and target dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year

1 of the contract term; and

2 9. Maintain ongoing communication with ADMINISTRATOR in regards to program
3 operations and issues.

4 D. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
5 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
6 and place it in their personnel files.

7 E. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

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

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

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

25 I. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery, or
26 have lived experience with behavioral health issues. Documentation may include, but not be limited to,
27 the following: records attesting to efforts made in recruitment and hiring practices and identification of
28 measures taken to enhance accessibility for potential staff in these categories.

29 J. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
30 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified
31 in the respective job descriptions or work contracts.

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

36 L. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
37 any staffing vacancies that occur during the term of the Agreement.

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

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EXHIBIT B
 AGREEMENT FOR PROVISION OF
 MENTAL ~~HEALTH~~
~~PEER HEALTH~~ PEER SUPPORT AND
 WELLNESS CENTER SERVICES SOUTH REGION

~~BETWEEN~~
~~COUNTY OF ORANGE~~

~~AND~~
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~

~~DBA MENTAL HEALTH~~ ~~BETWEEN~~
~~COUNTY OF ORANGE~~

~~AND~~
~~ORANGE COUNTY ASSOCIATION~~ ASSOCIATION FOR MENTAL HEALTH

~~DBA MENTAL HEALTH ASSOCIATION~~ OF ORANGE COUNTY

~~SEPTEMBER~~ ~~JULY 1, 2015~~ ~~2017~~ THROUGH JUNE 30, ~~2017~~ ~~2020~~

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA

regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- 2) The unauthorized person who used the PHI or to whom the disclosure was made;
- 3) Whether the PHI was actually acquired or viewed; and
- 4) The extent to which the risk to the PHI has been mitigated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

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

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

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

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

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

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

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. –Passwords are not to be shared. Passwords must be at least eight

characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) ~~calendar or business~~ days, preferably every sixty (60) ~~calendar or business~~ days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 - b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) ~~calendar~~ ~~or business~~-day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this ~~Subparagraph~~ ~~subparagraph~~ F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request

is made by COUNTY.

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI

COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

EXHIBIT C
 AGREEMENT FOR PROVISION OF
 MENTAL HEALTH PEER SUPPORT AND
~~PEER SUPPORT AND~~ WELLNESS CENTER SERVICES ~~SOUTH~~ CENTRAL REGION
 BETWEEN
COUNTY OF ORANGE
 AND
ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
DBA MENTAL HEALTH ~~BETWEEN~~
~~COUNTY OF ORANGE~~
 AND
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
~~DBA MENTAL HEALTH ASSOCIATION~~ OF ORANGE COUNTY
~~SEPTEMBER~~ JULY 1, 2015 2017 THROUGH JUNE 30, ~~2017~~ 2020

~~I. Personal information Privacy and security contract~~ PERSONAL INFORMATION PRIVACY AND
SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

6. "Notice-triggering Personal Information" shall mean the personal information identified in ~~CCC~~ California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under ~~CCC~~

California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or

voice print, a photograph or a biometric identifier.- Notice-triggering PI includes PI in electronic, paper or any other medium.

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

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

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

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

B. TERMS OF AGREEMENT

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

~~2. Responsibilities of CONTRACTOR~~

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing

DHCS PI and PII. These steps shall include, at a minimum:

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

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

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

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

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

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

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

h. Breaches and Security Incidents. -During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII

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

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