

1 AGREEMENT FOR PROVISION OF  
2 ADULT BEHAVIORAL HEALTH OUTPATIENT  
3 RECOVERY CENTER SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2017 THROUGH JUNE 30, 2020  
9

10 THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the  
11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE  
12 COMMUNITY SERVICES, a California nonprofit mutual benefit corporation (CONTRACTOR).  
13 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or  
14 collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care  
15 Agency (ADMINISTRATOR).

16  
17 **W I T N E S S E T H:**  
18

19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult  
20 Behavioral Health Outpatient Recovery Center services described herein to the residents of Orange  
21 County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2017 through June 30, 2020

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

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

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

**Maximum Obligation:**

|                                  |                  |
|----------------------------------|------------------|
| Period One Maximum Obligation:   | \$ 3,853,887     |
| Period Two Maximum Obligation:   | 3,853,887        |
| Period Three Maximum Obligation: | <u>3,853,887</u> |
| TOTAL MAXIMUM OBLIGATION:        | \$11,561,661     |

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 15-983-2542

**CONTRACTOR TAX ID Number:** 95-4864640

**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:** College Community Services  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
Contact Name: Krista Zappia, Interim California State Director  
Contact Email: Krista.Zappia@pathways.com

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## I. ACRONYMS

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

|    |           |   |
|----|-----------|---|
| 1  |           |   |
| 2  |           |   |
| 3  |           |   |
| 4  | A. ARRA   | American Recovery and Reinvestment Act                              |
| 5  | B. AES    | Advanced Encryption Standard  |
| 6  | C. ASRS   | Alcohol and Drug Programs Reporting System                          |
| 7  | D. BCP    | Business Continuity Plan  |
| 8  | E. CCC    | California Civil Code   |
| 9  | F. CCR    | California Code of Regulations                                      |
| 10 | G. CD/DVD | Compact Disc/Digital Video or Versatile Disc                        |
| 11 | H. CEO    | County Executive Office   |
| 12 | I. CFR    | Code of Federal Regulations   |
| 13 | J. CHHS   | California Health and Human Services Agency                         |
| 14 | K. CHPP   | COUNTY HIPAA Policies and Procedures                                |
| 15 | L. CHS    | Correctional Health Services  |
| 16 | M. CIPA   | California Information Practices Act                                |
| 17 | N. CMPPA  | Computer Matching and Privacy Protection Act                        |
| 18 | O. COI    | Certificate of Insurance  |
| 19 | P. D/MC   | Drug/Medi-Cal   |
| 20 | Q. DHCS   | Department of Health Care Services                                  |
| 21 | R. DoD    | US Department of Defense  |
| 22 | S. DPFS   | Drug Program Fiscal Systems   |
| 23 | T. DRP    | Disaster Recovery Plan  |
| 24 | U. DRS    | Designated Record Set   |
| 25 | V. E-Mail | Electronic Mail   |
| 26 | W. EHR    | Electronic Health Records   |
| 27 | X. ePHI   | Electronic Protected Health Information                             |
| 28 | Y. FIPS   | Federal Information Processing Standards                            |
| 29 | Z. GAAP   | Generally Accepted Accounting Principles                            |
| 30 | AA. HCA   | Health Care Agency  |
| 31 | AB. HHS   | Health and Human Services   |
| 32 | AC. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public |
| 33 |           | Law 104-191   |
| 34 | AD. HSC   | California Health and Safety Code                                   |
| 35 | AE. ID    | Identification  |
| 36 | AF. IEA   | Information Exchange Agreement                                      |
| 37 | AG. ISO   | Insurance Services Office   |

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

**II. ALTERATION OF TERMS**

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

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

**III. ASSIGNMENT OF DEBTS**

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the

1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
2 said persons, shall be immediately given to COUNTY.

3  
4 **IV. COMPLIANCE**

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

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

11 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
12 Compliance Program, Code of Conduct and any Compliance related policies and procedures.  
13 CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall  
14 be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required  
15 elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV  
16 (COMPLIANCE). These elements include:

- 17 a. Designation of a Compliance Officer and/or compliance staff.
- 18 b. Written standards, policies and/or procedures.
- 19 c. Compliance related training and/or education program and proof of completion.
- 20 d. Communication methods for reporting concerns to the Compliance Officer.
- 21 e. Methodology for conducting internal monitoring and auditing.
- 22 f. Methodology for detecting and correcting offenses.
- 23 g. Methodology/Procedure for enforcing disciplinary standards.

24 3. If CONTRACTOR does not provide proof of its own Compliance program to  
25 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR’s  
26 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the  
27 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
28 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program  
29 and Code of Conduct.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

1 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
2 CONTRACTOR shall provide copies of the certifications.

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

5 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
6 Individuals relative to this Agreement. This includes compliance with federal and state health care  
7 program regulations and procedures or instructions otherwise communicated by regulatory agencies  
8 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

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

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

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

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

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

35 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
36 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
37 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR

1 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
2 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR’s right to terminate this  
3 Agreement on the basis of such default.

4  
5 **V. CONFIDENTIALITY**

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

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

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

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

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

28  
29 **VI. COST REPORT**

30 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period  
31 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period  
32 for which they are prepared or termination of this Agreement. CONTRACTOR shall allocate direct and  
33 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
34 such requirements and consistent with prudent business practice, which costs and allocations shall be  
35 supported by source documentation maintained by CONTRACTOR, and available at any time to  
36 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for  
37 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a

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

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

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

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

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

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

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

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

1 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect  
2 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
3 COUNTY.

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

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

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

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

21  
22 Signed \_\_\_\_\_  
23 Name \_\_\_\_\_  
24 Title \_\_\_\_\_  
25 Date \_\_\_\_\_"

26  
27 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

28 A. CONTRACTOR certifies that it and its principals:

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

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

37 //

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

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

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

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

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

16  
17 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

37 //

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

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

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

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

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

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

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

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

29  
30 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

31 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
32 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
33 and consultants performing work under this Agreement meet the citizenship or alien status requirements  
34 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
35 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
36 employment eligibility status required by federal or state statutes and regulations including, but not  
37 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently

1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

### 3 4 **X. EQUIPMENT**

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

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

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

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

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

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



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

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
6 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
7

8 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
15 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum  
16 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the  
17 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an  
18 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to  
19 provide services, staffing, facilities or supplies.  
20

21 **XII. INDEMNIFICATION AND INSURANCE**

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

32 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
33 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
34 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
35 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
36 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
37 //

1 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
2 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

31 F. QUALIFIED INSURER

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

37 //

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<br>\$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<br>\$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 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.**

//

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

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

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

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

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

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

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

23 M. If CONTRACTOR’s Professional Liability, and/or Network Security & Privacy Liability are  
24 “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years  
25 following the completion of the Agreement.

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

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

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

37 //

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

4 R. SUBMISSION OF INSURANCE DOCUMENTS

5 1. The COI and endorsements shall be provided to COUNTY as follows:  
6 a. Prior to the start date of this Agreement.  
7 b. No later than the expiration date for each policy.  
8 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
9 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

25 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
26 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
27 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
28

29 **XIII. INSPECTIONS AND AUDITS**

30 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
31 of the State of California, the Secretary of the United States Department of Health and Human Services,  
32 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
33 access to any books, documents, and records, including but not limited to, financial statements, general  
34 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
35 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
36 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
37 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all

1 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
2 premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

30 **XIV. LICENSES AND LAWS**

31 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
32 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
33 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
34 required by the laws, regulations and requirements of the United States, the State of California,  
35 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
36 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
37 //

1 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
2 and exemptions. Said inability shall be cause for termination of this Agreement.

3 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 27 1. ARRA of 2009.
- 28 2. WIC, Division 5, Community Mental Health Services.
- 29 3. WIC, Division 6, Admissions and Judicial Commitments.
- 30 4. WIC, Division 7, Mental Institutions.
- 31 5. HSC, §§1250 et seq., Health Facilities.
- 32 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 33 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 34 8. CCR, Title 17, Public Health.
- 35 9. CCR, Title 22, Social Security.
- 36 10. CFR, Title 42, Public Health.
- 37 11. CFR, Title 45, Public Welfare.

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

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

16  
 17 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

36 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
 37 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 Period One funding for this Agreement.

**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 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.

//

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

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

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

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

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

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

- 35 1. Denying a client or potential client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a client which is different or is provided in a different  
37 manner or at a different time from that provided to other clients.

1 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
2 others receiving any service or benefit.

3 4. Treating a client differently from others in satisfying any admission requirement or  
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
5 any service or benefit.

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

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

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

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

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

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

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

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

34 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
35 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
36 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
37 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.

//

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

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

9  
10 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18  
19 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

36 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

27  
28 **XXIII. RESEARCH AND PUBLICATION**

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

32 **XXIV. REVENUE**

33 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
34 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
35 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,  
36 according to their ability to pay as determined by the State Department of Health Care Services’  
37 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment

1 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title  
2 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.  
3 No client shall be denied services because of an inability to pay.

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

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

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

16  
17 **XXV. SEVERABILITY**

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

23  
24 **XXVI. SPECIAL PROVISIONS**

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

- 27 1. Making cash payments to intended recipients of services through this Agreement.
- 28 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
29 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
30 use of appropriated funds to influence certain federal contracting and financial transactions).
- 31 3. Fundraising.
- 32 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
33 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
- 34 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing  
35 body for expenses or services.

36 //  
37 //

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

4 7. Paying an individual salary or compensation for services at a rate in excess of the current  
5 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
6 Schedule may be found at www.opm.gov.

7 8. Severance pay for separating employees.

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

10 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

24 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
25 CONTRACTOR’s clients.

26  
27 **XXVII. STATUS OF CONTRACTOR**

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

37 //



1 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
2 to be COUNTY's employees.

3  
4 **XXVIII. TERM**

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

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

13  
14 **XXIX. TERMINATION**

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

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

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

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

37 //

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **XXX. THIRD PARTY BENEFICIARY**

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

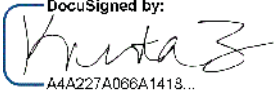
13 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 COLLEGE COMMUNITY SERVICES

5  
6 BY:  \_\_\_\_\_ DATED: 2/14/2017

7  
8  
9 TITLE: Regional Controller

10  
11  
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14  
15 COUNTY OF ORANGE

16  
17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
19 HEALTH CARE AGENCY

20  
21  
22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28  
29 BY:  \_\_\_\_\_ DATED: 2/14/2017  
30 DEPUTY

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

1 EXHIBIT A  
2 AGREEMENT FOR PROVISION OF  
3 ADULT BEHAVIORAL HEALTH OUTPATIENT  
4 RECOVERY CENTER SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 COLLEGE COMMUNITY SERVICES  
9 JULY 1, 2017 THROUGH JUNE 30, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 14. Data Collection System means software designed for collection, tracking and reporting  
37 outcomes data for Consumers enrolled in the FSP Programs.

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

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

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

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

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

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

27 16. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends  
28 providing Consumer services. DSH credit is obtained for providing mental health, case management,  
29 medication support and a crisis intervention service to any Consumer open in IRIS which includes both  
30 billable and non-billable services.

31 17. Engagement means the process by which a trusting relationship between worker and  
32 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.  
33 Engagement of Consumer(s) is the objective of a successful Outreach.

34 18. Face-to-Face means an encounter between Consumer and provider where they are both  
35 physically present.

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1 19. FSP

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

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

28 b. Consumer services are focused on Recovery and harm reduction to encourage the  
 29 highest level of Consumer empowerment and independence achievable. PSC's will meet with the  
 30 Consumer in their current community setting and will develop a supportive relationship with the  
 31 individual served. Substance use disorder treatment will be integrated into services and provided by the  
 32 Consumer's team to individuals with a co-occurring disorder.

33 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,  
 34 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and  
 35 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal  
 36 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome  
 37 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased



1 | employment opportunities and retention, linkage to medical providers, etc.) and become more  
 2 | independent and self-sufficient as Consumers move through the continuum of Recovery and evidenced  
 3 | by progressing to lower level of care or out of the “intensive case management need” category.

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

9 |       21. Individual Services and Support Funds – Flexible Funds (aka Flex Funds) means funds  
 10 | intended for use to provide Consumers and/or their families with immediate assistance, as deemed  
 11 | necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are  
 12 | generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous  
 13 | expenditures that are individualized and appropriate to support Consumer’s mental health treatment  
 14 | activities.

15 |       22. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and  
 16 | includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
 17 | services.

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

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

27 |       25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
 28 | employment opportunities for the Consumers and matching the job to the Consumer’s strengths,  
 29 | abilities, desires, and goals. This position will also integrate knowledge about career development and  
 30 | job preparation to ensure successful job retention and satisfaction of both employer and employee.

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

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

37 | //

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

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

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

10           c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
11 Treatment programs, Consumers receive combined treatment for mental illness and substance use  
12 disorders from the same practitioner or treatment team.

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

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

23           f. Rehabilitation Service means an activity which includes assistance in improving,  
24 maintaining, or restoring a Consumer’s or group of Consumers’ functional skills, daily living skills,  
25 social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources  
26 and/or medication education.

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

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

36           29. Mental Health Worker means an individual that assists in planning, developing and  
37 evaluating mental health services for Consumers; provides liaison between Consumers and service

1 providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,  
 2 counseling, or social work, or has two years of experience providing client related services to  
 3 Consumers experiencing mental health, drug use or alcohol disorders. Education in a behavioral science  
 4 field such as psychology, counseling, or social work may be substituted for up to one year of the  
 5 experience requirement.

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

8 31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's  
 9 Degree and four years of experience in a mental health setting and who performs individual and group  
 10 case management studies.

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

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

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

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

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

32 37. Outreach means the Outreach to potential Consumers to link them to appropriate Mental  
 33 Health Services and may include activities that involve educating the community about the services  
 34 offered and requirements for participation in the programs. Such activities should result in the  
 35 CONTRACTOR developing their own Consumer referral sources for the programs they offer.

36 38. Peer Recovery Specialist/Counselor means an individual who has been through the same or  
 37 similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting

1 | paid for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by  
2 | his/her own experience.

3 | 39. Pharmacy Benefits Manager means the organization that manages the medication benefits  
4 | that are given to Consumers that qualify for medication benefits.

5 | 40. PHI means individually identifiable health information usually transmitted by electronic  
6 | media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,  
7 | transmitted or maintained in any other medium. It is created or received by a covered entity and relates  
8 | to the past, present, or future physical or mental health or condition of an individual, provision of health  
9 | care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 54. Token means the security device which allows an individual user to access the COUNTY’s  
36 computer based IRIS.

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1 55. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the  
2 method used for determining the annual Consumer liability for Mental Health Services received from  
3 the COUNTY mental health system and is set by the State of California.

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

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

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

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**II. BUDGET**

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

|                              | <u>PERIOD</u><br><u>ONE</u> | <u>PERIOD</u><br><u>TWO</u> | <u>PERIOD</u><br><u>THREE</u> | <u>TOTAL</u>     |
|------------------------------|-----------------------------|-----------------------------|-------------------------------|------------------|
| <b>ADMINISTRATIVE COST</b>   |                             |                             |                               |                  |
| Indirect Costs               | \$ 502,682                  | \$ 502,682                  | \$ 502,682                    | \$ 1,508,046     |
| <b>SUBTOTAL</b>              | \$ 502,682                  | \$ 502,682                  | \$ 502,682                    | \$ 1,508,046     |
| <b>ADMINISTRATIVE COSTS</b>  |                             |                             |                               |                  |
| <b>PROGRAM COST</b>          |                             |                             |                               |                  |
| Salaries                     | \$2,156,874                 | \$2,156,874                 | \$2,156,874                   | \$ 6,470,622     |
| Benefits                     | 467,375                     | 467,375                     | 467,375                       | 1,402,125        |
| Services and Supplies        | 507,698                     | 507,698                     | 507,698                       | 1,523,094        |
| Subcontractor                | <u>219,258</u>              | <u>219,258</u>              | <u>219,258</u>                | <u>657,774</u>   |
| <b>SUBTOTAL PROGRAM COST</b> | \$3,351,205                 | \$3,351,205                 | \$3,351,205                   | \$10,053,615     |
| <b>TOTAL GROSS COST</b>      | \$3,853,887                 | \$3,853,887                 | \$3,853,887                   | \$11,561,661     |
| <b>REVENUE</b>               |                             |                             |                               |                  |
| Federal Medi-Cal             | \$1,543,863                 | \$1,543,863                 | \$1,543,863                   | \$ 4,631,589     |
| MHSA Medi-Cal Match          | <u>1,543,863</u>            | <u>1,543,863</u>            | <u>1,543,863</u>              | <u>4,631,589</u> |
| <b>Total Medical</b>         | \$3,087,726                 | \$3,087,726                 | \$3,087,726                   | \$ 9,263,178     |
| <b>MHSA</b>                  | \$ 766,161                  | \$ 766,161                  | \$ 766,161                    | \$ 2,298,483     |
| <b>TOTAL</b>                 | \$3,853,887                 | \$3,853,887                 | \$3,853,887                   | \$11,561,661     |
| <b>MAXIMUM OBLIGATION</b>    |                             |                             |                               |                  |

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

C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the

1 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR  
 2 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR  
 3 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and  
 4 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on  
 5 behalf of Medi-Cal Consumers shall not be eligible for retention by CONTRACTOR.

6 D. The parties agree that the above budget reflects an average Medi-Cal Consumer caseload of  
 7 approximately eighty percent (80%) to be maintained by CONTRACTOR. CONTRACTOR agrees to  
 8 accept COUNTY referrals that may result in an increase in this average.

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

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

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

### 31 32 **III. PAYMENTS**

33 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
 34 \$321,157 per month for Period One, Period Two, and Period Three. All payments are interim payments  
 35 only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement  
 36 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder  
 37 provided, however, the total of such payments does not exceed the Maximum Obligation as noted in the



1 Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s costs are  
2 reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its  
3 discretion, pay supplemental invoices for any month for which the provisional amount specified above  
4 has not been fully paid.

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

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

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

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

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

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

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

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

34  
35 **IV. REPORTS**

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

1 B. FISCAL

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

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

17 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
18 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
19 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this  
20 Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary,  
21 hire and/or termination date and any other pertinent information as may be required by  
22 ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20)  
23 calendar days following the end of the month being reported.

24 D. PROGRAMMATIC

25 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
26 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
27 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
28 being reported unless otherwise specified. Mental Health Programmatic reports will include, but may  
29 not be limited to the following:

- 30 a. A description of CONTRACTOR's progress in implementing the provisions of this  
31 Agreement,  
32 b. Report of placement and movement of Consumers along the continuum of care using  
33 guidelines for monthly reporting,  
34 c. Voluntary and involuntary hospitalizations, special incidences, and the use of Crisis  
35 Residential Services  
36 d. Consumers continuing employment, volunteering or educational activities,  
37 e. Consumers newly employed, volunteering or enrolled in educational activities,

- 1 f. Consumers Representative Payee status,
- 2 g. Reporting of the numbers of Consumers based upon their level of function per the
- 3 MORs,
- 4 h. Number of Consumers reintegrating into the community, as well as, those discharging
- 5 to a different level of care,
- 6 i. Housing status,
- 7 j. CONTRACTOR statement whether the program is or is not progressing satisfactorily
- 8 in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve
- 9 satisfactory progress.

10 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or

11 emotional welfare of Consumers, including but not limited to serious physical harm to self or others,

12 serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.

13 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse

14 incident.

15 3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or

16 issues that adversely affect the quality or accessibility of Consumer-related services provided by, or

17 under contract with, the COUNTY as identified in the HCA P&Ps.

18 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make

19 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as

20 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information

21 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

23 Reports Paragraph of this Exhibit A to the Agreement.

24

25 **V. SERVICES**

26 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements

27 for Medi-Cal and Medicare eligibility for the provisions of an Adult Outpatient and Mental Health

28 Recovery Center Program for exclusive use by COUNTY at the following locations, or any other

29 location approved, in advance, in writing, by ADMINISTRATOR.

30

|                            |                                 |
|----------------------------|---------------------------------|
| 31 Anaheim                 | Camino Nuevo                    |
| 32 1901 East Center Street | 1200 N. Main Street, Suite #650 |
| 33 Anaheim, CA 92805       | Santa Ana, CA 92701             |

- 34
- 35 1. Each facility shall meet the following standards:
- 36 a. HSC 1520 et.seq;
  - 37 b. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.)

- 1 c. Meets the requirements for Medi-Cal eligibility.
- 2 2. The facilities shall:
- 3 a. Include a space, which can be used for the following Recovery Center Services:
- 4 1) Mental Health Services
- 5 2) Crisis Intervention Services
- 6 3) Case Management Services
- 7 4) Medication Support Services
- 8 5) Group Interventions
- 9 6) Socialization Services
- 10 7) Peer Lead Services
- 11 b. Have at least three (3) or more rooms for Consumer treatment, including at least one (1)
- 12 group room with a capacity for at least ten (10) people.
- 13 c. Have accessible parking for Consumers, including spaces for persons with disabilities.
- 14 d. Be in a location that is readily accessible by public transportation and accessible to
- 15 persons with disabilities.
- 16 e. Maintain regularly scheduled service hours five days per week. CONTRACTOR shall
- 17 operate during the hours and days which are most accessible to Consumers, which shall include
- 18 evenings and/or weekends, subject to written approval by ADMINISTRATOR.
- 19 f. Maintain a holiday schedule consistent with COUNTY’s holiday schedule, unless
- 20 otherwise approved in advance by the ADMINISTRATOR. However, CONTRACTOR is encouraged
- 21 to provide the aforementioned services on holidays, whenever possible.
- 22 3. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
- 23 Secretary of HHS under HIPAA of 1996 for health care providers.

24 B. INDIVIDUALS TO BE SERVED

- 25 1. CONTRACTOR shall provide the services herein to adults, age eighteen (18) and older,
- 26 who have been referred or approved by ADMINISTRATOR. CONTRACTORS operating a Direct
- 27 Access program, as designated by ADMINISTRATOR, shall also serve walk-in Consumers at those
- 28 sites. Services to Consumers shall be individualized and delivered in the language preferred by the
- 29 Consumer. CONTRACTOR shall address the special needs of Consumers who may be impacted by a
- 30 co-occurring substance use disorder or older adults (over sixty (60) years of age) that meet medical
- 31 necessity.
- 32 2. Individuals with serious and persistent mental illness who have been referred from
- 33 COUNTY or contracted program.

34 C. PROGRAM SERVICES – CONTRACTOR shall provide Mental Health Services, according to  
35 the guidelines for service delivery as stated in CCR, Title IX, Division 1. Clinical services shall focus  
36 on the individual Consumer’s needs, strengths, choices, and involvement in service planning and  
37 implementation in order to assist the Consumers in taking charge of their lives through informed

1 decision making. Services shall be available Monday through Friday during the hours and days which  
2 are most accessible to Consumers, including evenings and/or weekends, and shall include:

3 1. **OUTPATIENT RECOVERY CENTER SERVICES – CONTRACTOR** shall provide  
4 Recovery Center Services to all Consumers. This program shall provide and encourage Consumers to  
5 participate in largely self-directed services focusing on community reintegration and linkage to physical  
6 health care and supportive community services. The program shall promote Consumer  
7 self-management. The goal shall be to reduce reliance on the mental health system and increase  
8 self-responsibility through the development of a healthy support system.

9 2. Services shall be targeted at community reintegration. Recovery Center Services shall  
10 include peer run services, offering multiple groups and other peer coaching activities, such as pre-  
11 employment and employment skills building activities, socialization functions, educational groups, drug  
12 and alcohol groups and support groups. Consumers will be encouraged to establish a WRAP and learn  
13 to operationalize it to promote a forward focus in recovery. The Recovery Center shall have literature  
14 available to the Consumers regarding mental illness and wellness to encourage the Consumers to accept  
15 responsibility for their health and wellness. Medication management services shall be available for  
16 those who wish to receive these services through the Recovery Center. A mental health clinician shall  
17 be available for Consumers requiring mental health intervention to promote and sustain forward  
18 movement in their recovery and to receive case management services, as needed.

19 a. Medication Management Services – CONTRACTOR shall provide Medication  
20 Management Services which include evaluation of need for medication; evaluation of clinical  
21 effectiveness and side effects of medication; obtaining informed consent; medication education  
22 including discussing risks, benefits, and alternatives with the Consumers or significant support persons;  
23 plan development related to the delivery of services and/or to the status of the Consumer's community  
24 functioning; and prescribing, dispensing, and administering of psychiatric medications. Medication  
25 Management Services shall be provided by a licensed physician with a specialty in psychiatry or by a  
26 licensed RN, NP, or an LPT under the supervision of a licensed psychiatrist, and in accordance with  
27 their scope of practice, CONTRACTOR is encouraged to follow COUNTY's prescribing guidelines.

28 b. Mental Health Services designed to provide maximum reduction of mental disability  
29 and restoration or maintenance of Consumer functioning. Mental Health Services shall be directed  
30 toward achieving the Consumer's goals and shall include the following services:

31 1) Assessment and Evaluation Services

32 a) Upon receipt of a referral, or in the case of a walk-in consumer requesting  
33 services, CONTRACTOR shall provide a face to face Assessment to determine which services provided  
34 by CONTRACTOR are appropriate to an individual's needs. Assessment is a clinical analysis of the  
35 history and current status of the individual's mental or behavioral disorder. Assessment may include  
36 relevant cultural issues, history, diagnosis, and the use of testing procedures where appropriate. For a  
37 Consumer who is hospitalized, CONTRACTOR shall make a face-to-face assessment prior to the

1 Consumer's discharge from the facility. When a face-to-face visit in the hospital is not possible,  
2 CONTRACTOR shall make an appointment with the Consumer prior to discharge for services to be  
3 provided within twenty-four (24) hours after discharge.

4 b) CONTRACTOR shall provide an evaluation of the Consumer's community  
5 functioning in several areas including, but not limited to, living situation, daily activities, social support  
6 systems, vocational and/or educational activities, and health status. CONTRACTOR shall address  
7 cultural issues where appropriate. CONTRACTOR shall document admission of Consumer by  
8 completing the entry and evaluation documents of COUNTY's Management Information System.

9 2) Individual and Group Therapy – CONTRACTOR shall provide therapeutic  
10 interventions consistent with the Consumer's behavioral health needs, goals, desired results, and  
11 personal milestones which focus primarily on functional impairments as a means to improve community  
12 functioning. CONTRACTOR shall provide such services to Consumers individually, to two (2) or more  
13 Consumers at the same time (Group), or to family with the Consumer present.

14 3) Collateral Services – CONTRACTOR shall provide services to Consumer's  
15 significant others in relationship to the Consumer's behavioral health needs which shall include, but not  
16 be limited to, consultation and education to assist in better utilization of services and understanding of  
17 mental illness and involvement of the significant other in Consumer's treatment planning and  
18 implementation of the treatment plan. Family counseling or therapy which is provided on behalf of the  
19 Consumer, when the Consumer is not present, shall be considered Collateral Services.

20 4) Rehabilitation and Recovery – In accordance with the Consumer's treatment plan,  
21 CONTRACTOR shall provide any or all of the following:

22 a) Assistance, either individually or in a group, in restoring or maintaining a  
23 Consumer's functional skills, daily living skills, social skills, grooming and personal hygiene skills,  
24 meal preparation skills, medication compliance, and support resources.

25 b) Counseling of the Consumer and/or family; training in vocational, educational  
26 and leisure activities integral to achieving the Consumer's goals.

27 5) Plan Development – CONTRACTOR shall, with the Consumer, develop a  
28 treatment plan appropriate for reduction of the Consumer's psychiatric impairment, restoration of the  
29 Consumer's functioning consistent with the requirements for learning and development, and/or the  
30 Consumer's independent living and enhanced self-sufficiency. Treatment planning will be a joint effort  
31 between the Consumer and the provider and the plan will be agreed upon by the parties. All planned  
32 services and providers shall be specified in the Consumer's treatment plan, which shall be signed by the  
33 Care Coordinator and the Consumer and/or responsible party. The treatment plan must be signed by a  
34 Licensed Mental Health Professional (physician, psychologist, LCSW, MFT, or RN) if the Care  
35 Coordinator does not meet those qualifications. CONTRACTOR shall include in the treatment plan,  
36 verification of the Consumer's medical or service necessity and shall monitor the Consumer's progress  
37 in meeting his/her goals.

1 c. Pre-Employment and Employment activities shall include job preparedness groups and  
2 individual evaluation, assistance with locating employment, skills identification and development,  
3 resume writing, dressing for success, interviewing techniques and practice, interview follow-up  
4 techniques, job search, and attendance at Job Fairs.

5 d. Educational Activities shall include stigma elimination, education on common mental  
6 illnesses, recovery principles, health and wellness classes. There shall be assistance to Consumers  
7 wishing to continue formal or technical education. Activities shall include educational evaluation and  
8 interest exploration, educational plan development, assistance with research of programs and funding  
9 assistance available, assistance with matriculation and development of educational support groups and  
10 networks.

11 e. WRAP Groups shall address the purpose and benefits of a WRAP Plan, developing a  
12 WRAP Plan, operationalizing and adhering to the plan, how a WRAP plan can help in a crisis, and  
13 updating a WRAP Plan.

14 f. Crisis Intervention – CONTRACTOR shall provide timely emergency response service  
15 enabling the Consumer to cope with a crisis, while maintaining his/her status as a functioning  
16 community member to the greatest extent possible. A crisis is an unplanned event that results in a  
17 Consumer’s need for immediate service intervention. Crisis Intervention Services are limited to  
18 stabilization of the presenting emergency and are only provided for Consumers served pursuant to the  
19 Agreement, with the exception of the Direct Access service. CONTRACTOR shall provide Crisis  
20 Intervention Services face-to-face, on-site or anywhere in the community, as needed. At times, it may be  
21 necessary to conduct an assessment by telephone with the Consumer or Consumer’s significant other(s).

22 1) Evaluation for Involuntary Hospitalization – CONTRACTOR shall complete  
23 evaluations for involuntary hospitalization pursuant to Section 5150, WIC, as appropriate for Consumers  
24 served pursuant to the Agreement.

25 2) Clinical staff that are designated by COUNTY to perform evaluations pursuant to  
26 WIC Section 5150 shall follow the procedure as set forth in the ADMINISTRATOR's Adult  
27 Community Services P&P Manual, Referral to Evaluation and Treatment Services.

28 3) Emergency Psychiatric Transportation – COUNTY will pay for emergency  
29 ambulance or other psychiatric transportation of non-Medi-Cal Consumers to health facilities in  
30 accordance with COUNTY’s Medical Transportation Contract.

31 g. Case Management Services – CONTRACTOR shall provide services needed to access  
32 necessary medical, educational, social, prevocational, vocational, rehabilitative, recovery or other  
33 needed community services for eligible individuals. These are either face-to-face or by telephone with  
34 the individual or significant support persons, and shall include:

35 1) Linkage and Consultation Services – CONTRACTOR shall identify and pursue  
36 resources necessary and appropriate to implement the Consumer’s treatment plan, including family,  
37 //

1 community provider, and public agency resources required to maintain maximum support for the  
2 Consumer.

3 2) Placement Services – CONTRACTOR shall provide supportive assistance to the  
4 Consumer in the assessment, determination of need, and securing of adequate and appropriate living  
5 arrangements including, but not limited to, the following:

- 6 a) Locating and securing an appropriate living environment
- 7 b) Locating and securing funding
- 8 c) Pre-placement visit(s)
- 9 d) Negotiation of housing or placement contracts
- 10 e) Placement and placement follow-up

11 h. Substance Use Disorder Services shall include education on substance use and physical  
12 health, education on substance use and mental health, structured groups, such as sobriety or Seeking  
13 Safety groups, smoking cessation groups, relapse prevention, substance interaction with prescription  
14 drugs, selecting support people, how addiction affects family interaction, how addiction can destroy  
15 relationships, maintaining sobriety, addictions and employment, linkages to community resources, and  
16 the development of appropriate leisure activities to achieve and maintain sobriety.

17 3. PEER RUN CENTER – CONTRACTOR shall provide socialization services to include  
18 Consumer support during participation in self-help and education groups; community meetings; health  
19 and physical conditioning activities; and visits to places of interest in the community. Socialization  
20 services shall be made available to all Consumers and graduates who would benefit from services.  
21 Hours for Socialization services shall be available to Consumers at a minimum of fifteen (15) hours per  
22 week. Specific socialization activities may include but not limited to; meet and greet events; community  
23 participation at local events; field trips; socialization groups targeted at interpersonal skill development,  
24 communication skills, making friends, selecting significant support people, leisure activities, hobbies  
25 and craft workshops.

26 D. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the  
27 MORS.

28 E. CONSUMER RECORDS – CONTRACTOR shall maintain adequate records on each  
29 individual Consumer which shall include diagnostic studies, records of Consumer interviews, progress  
30 notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of  
31 services. CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and  
32 organization of documentation in the Consumers’ records.

33 F. QUALITY IMPROVEMENT

34 1. CONTRACTOR shall agree to adopt and comply with all applicable provisions of the  
35 COUNTY's BHS and P&P Manual.

36 2. CONTRACTOR shall agree to adopt and comply with the written Quality Management  
37 Plan and procedures provided by ADMINISTRATOR which describe the requirements for utilization



1 review, QIC, and medication monitoring. This plan will specify the systematic approach for the  
2 evaluation of the quality of care which is designed to promote and maintain efficient, effective, and  
3 appropriate mental health services to the persons receiving services pursuant to the Agreement.

4 3. CONTRACTOR shall maintain on file at the facility records of all Utilization Review and  
5 Medication Records Review processes. CONTRACTOR shall also submit to COUNTY copies of  
6 Utilization Review and Medication Records Review records. Such records shall also be subject to  
7 regular review by ADMINISTRATOR in the manner specified in the Quality Management Plan.

8 4. CONTRACTOR shall participate in COUNTY's Regional QIC.

9 5. CONTRACTOR will allow ADMINISTRATOR to attend meetings of the utilization  
10 review and medication monitoring committees.

11 6. COUNTY shall periodically review the quantity and quality of services provided pursuant  
12 to this Agreement. This review will be conducted at CONTRACTOR's facility and will consist of a  
13 review of medical and other records of Consumers provided services pursuant to the Agreement.

14 G. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

15 1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any  
16 aspect of clinical care.

17 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual  
18 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in  
19 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory  
20 progress, compliance with P&P's, review of statistics and clinical services;

21 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY  
22 administrative staff.

23 H. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide  
24 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to  
25 accepting any Consumer admissions to the program. All P&Ps and program guidelines will be reviewed  
26 bi-annually at a minimum for updates. Policies will include but not be limited to the following:

- 27 1. Admission Criteria and Admission Procedure
- 28 2. Assessments and Individual Service Plans
- 29 3. Crisis Intervention/Evaluation for Involuntary Holds
- 30 4. Handling Non-Compliant Consumers/Unplanned Discharges
- 31 5. Medication Management and Medication Monitoring
- 32 6. Community Integration/Case Management/Discharge Planning
- 33 7. Documentation Standards
- 34 8. Quality Management/Performance Outcomes
- 35 9. Personnel/In-service Training
- 36 10. Unusual Occurrence Reporting
- 37 11. Code of Conduct/Compliance/HIPAA standards and Compliance

12. Mandated Reporting

I. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

- 1. Orientation to the program’s goals, P&Ps
- 2. Training on subjects as required by state regulations
- 3. Recovery philosophy, Consumer empowerment and strength-based services
- 4. Crisis intervention and de-escalation
- 5. Co-occurring mental illness and substance use and dependence
- 6. Motivational interviewing
- 7. EBPs that support recovery

J. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY, including but not limited to the following:

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

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

L. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines and complies with all federal, state and local guideline and standards.

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

N. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be

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1 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
2 institution, or religious belief.

3 O. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve performance  
4 objectives, tracking and reporting statistics in monthly programmatic reports, as appropriate.  
5 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
6 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR  
7 and ADMINISTRATOR.

8 1. Objective 1: CONTRACTOR shall assist Consumers to achieve community reintegration  
9 and greater independence as evidenced by movement of sixty percent (60%) of the total population  
10 discharged to a lower level of care. CONTRACTOR will utilize the MORs level of care system to  
11 identify Consumer's functioning and service level.

12 2. Objective 2: CONTRACTOR shall maintain the Consumer hospitalization rate at an  
13 average monthly rate of under one percent (1%) of the monthly census.

14 3. Objective 3: CONTRACTOR shall assist ten percent (10%) of the monthly average total  
15 population served to obtain employment and/or volunteer work.

16 P. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data.  
17 Outcome data entered into an approved data collection system that is submitted to the COUNTY  
18 detailing the PAF, 3M's, KET data and complete Consumer database must be certified with the  
19 submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol  
20 site and include four (4) files. The first shall be a copy of current database; the following three shall be  
21 XML formatted files for submission to the State DCR.

22 1. DATA - Should CONTRACTOR's current database copy be unable to be submitted via  
23 Microsoft Access file format, the data must be made available in an HCA approved database file type.  
24 CONTRACTOR must also provide a separate file comprised of required data elements that are provided  
25 by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow  
26 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,  
27 run, print, and export Consumer records/reports).

28 2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has  
29 the ability to export data and import data from other data systems used by existing FSP  
30 CONTRACTORS to allow for Consumer transfers. Data must include PAF, 3M's and KET's.

31 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
32 Services Paragraph of this Exhibit A to the Agreement.

33  
34 **VI. STAFFING**

35 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
36 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.  
37 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical

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

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

11 C. CONTRACTOR shall employ appropriately trained peer counselors to run groups and  
 12 encourage the Consumers toward Recovery by providing information, encouragement, and by being a  
 13 leading example. Peer counselors will meet established criteria for recovery services, as well as possess  
 14 training and experience with mental illness. A Psychiatrist or NP will provide medication management  
 15 services at each location. An RN or LPT shall be available to conduct wellness assessments and groups.  
 16 Coordination with physical health care shall be provided. A mental health professional shall be  
 17 available to provide mental health therapy or rehabilitative services and to provide case management, as  
 18 needed.

19 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
 20 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

24 F. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and  
 25 have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the  
 26 P&P training for each staff member and place in their personnel files.

27 G. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training  
 28 and Annual Compliance Training.

29 H. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care  
 30 practices, P&Ps, documentation standards and any state regulatory requirements.

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

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

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

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

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

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

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

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

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

16 K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for  
17 use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

18 L. CONTRACTOR, including each employee that provides services under the Agreement, will  
19 obtain a NPI upon commencement of the Agreement or prior to providing services under the  
20 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
21 ADMINISTRATOR, all NPI as soon as they are available.

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

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| 1  | DIRECT PROGRAM                    |      |
| 2  | Regional Director                 | 0.30 |
| 3  | Billing Administrator             | 0.11 |
| 4  | Quality Improvement Administrator | 0.11 |
| 5  | Office Manager                    | 2.00 |
| 6  | Office Assistant                  | 4.50 |
| 7  | Office Assistant                  | 4.50 |
| 8  | Office Assistant                  | 4.50 |
| 9  | Office Assistant                  | 4.50 |
| 10 | Office Assistant                  | 4.50 |
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| 37 | Office Assistant                  | 4.50 |

N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. One (1) DSH shall be equal to one (1) hour. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum.

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1 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of twenty  
2 seven thousand and fifty four (27,054) DSH for Consumer related services, with a minimum of three  
3 thousand two hundred and forty (3,240) hours of medication support services and twenty three thousand  
4 eight hundred and fourteen (23,814) hours of other mental health, case management and/or crisis  
5 intervention services.

6 O. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of  
7 ADMINISTRATOR.

8 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
9 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours  
10 of treatment for student interns providing substance use disorder services. Supervision will be in  
11 accordance to standards that are set by the California Board of Behavioral Sciences (BBS).  
12 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions  
13 or work contracts.

14 2. An intern is an individual enrolled in an accredited graduate program accumulating  
15 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
16 Acceptable graduate programs include all programs that assist the student in meeting the educational  
17 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

18 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of  
19 total services provided.

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

24 Q. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
25 P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member  
26 and place in their personnel files.

27 R. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training,  
28 Annual Compliance Training and Annual Cultural Competency Training.

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

32 T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
33 Staffing Paragraph of this Exhibit A to the Agreement.

34 //  
35 //  
36 //  
37 //

1 EXHIBIT B  
2 TO AGREEMENT FOR PROVISION OF  
3 ADULT BEHAVIORAL HEALTH OUTPATIENT  
4 RECOVERY CENTER SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 COLLEGE COMMUNITY SERVICES  
9 JULY 1, 2015 THROUGH JUNE 30, 2017

10  
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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



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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //



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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

37 //

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 | //

1 EXHIBIT C  
2 TO AGREEMENT FOR PROVISION OF  
3 ADULT BEHAVIORAL HEALTH OUTPATIENT  
4 RECOVERY CENTER SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 COLLEGE COMMUNITY SERVICES  
9 JULY 1, 2015 THROUGH JUNE 30, 2017

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

34 | //  
35 | //  
36 | //  
37 | //