

AGREEMENT FOR PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 GOODWILL INDUSTRIES OF ORANGE COUNTY
 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

THIS AGREEMENT entered into this 1st day of July ~~2014, which~~2017 (effective date ~~is enumerated for purposes of reference only,~~) is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and GOODWILL INDUSTRIES OF ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Supported Employment Services described herein to the residents of Orange County; and

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

~~— NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2017 through June 30, ~~2017~~2019

Period One means the period from July 1, ~~2014~~2017 through June 30, ~~2015~~2018

Period Two means the period from July 1, ~~2015~~2018 through June 30, ~~2016~~2019

~~Period Three means the period from July 1, 2016 through June 30, 2017~~

Maximum Obligation:

Period One Maximum Obligation: _____ \$1,~~021,417~~371,262

Period Two Maximum Obligation: _____ 1,021,417371,262

~~Period Three Maximum Obligation:~~ _____ 1,371,262

TOTAL MAXIMUM OBLIGATION: _____ ~~\$3,414,096~~\$2,742,524

Basis for Reimbursement: Actual Cost

Payment Method: ~~Provisional Amount~~Monthly in Arrears

CONTRACTOR DUNS Number: 07-815-6551

CONTRACTOR TAX ID Number: 95-1644018

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Goodwill Industries of Orange County
410 North Fairview
Santa Ana, CA 92703
Contact Name: Donald J. Voska, Chief Financial Officer
Contact Email: donv@ocgoodwill.org

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I. ACRONYMS

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

A. ARRA	American Recovery and Reinvestment Act <u>of 2009</u>
B. AES	Advanced Encryption Standard
C. ASRS	Alcohol and Drug Programs Reporting System
D. BCP	Business Continuity Plan
E. CCC	California Civil Code
F. CCR	California Code of Regulations
G. CD/DVD	Compact Disc/Digital Video or Versatile Disc
H. CEO	County Executive Office
I. CFR	Code of Federal Regulations
J. CHHS	California Health and Human Services Agency
K. CHPP	COUNTY HIPAA Policies and Procedures
L. CHS	Correctional Health Services
M. CIPA	California Information Practices Act
N. CMPPA	Computer Matching and Privacy Protection Act
O. COI	Certificate of Insurance
P. D/MC	Drug/Medi-Cal
Q. DHCS	<u>California</u> Department of Health Care Services
R. DoD	US Department of Defense
S. DPFS	Drug Program Fiscal Systems
T. DRP	Disaster Recovery Plan
U. DRS	Designated Record Set
V. E-Mail	Electronic Mail
W. EHR	Electronic Health Records
X. ePHI	Electronic Protected Health Information
Y. FIPS	Federal Information Processing Standards
Z. GAAP	Generally Accepted Accounting Principles
AA. HCA	Health Care Agency
AB. HHS	Health and Human Services
AC. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AD. <u>HITECH Act</u>	<u>Health Information Technology for Economic and Clinical Health Act, Public Law 111-005</u>
AE. HSC	California Health and Safety Code
AE AF. ID	Identification

1	AF AG.	IEA	Information Exchange Agreement
2	AG AH.	ISO	Insurance Services Office
3	AI — AH .	MHP	Mental Health Plan
4	AJ — AI .	NIST	National Institute of Standards and Technology
5	AJ AK.	OCJS	Orange County Jail System
6	AK AL.	OCPD	Orange County Probation Department
7	AL AM.	OCR	<u>Federal</u> Office for Civil Rights
8	AM AN.	OCSD	Orange County Sheriff's Department
9	AN AO.	OIG	<u>Federal</u> Office of Inspector General
10	AO — AP .	OMB	<u>Federal</u> Office of Management and Budget
11	AQ — AP .	OPM	Federal Office of Personnel Management
12	AQ AR.	PA DSS	Payment Application Data Security Standard
13	AR AS.	PC	State of California Penal Code
14	AS AT.	PCI DSS	Payment Card Industry Data Security Standard
15	AT AU.	PHI	Protected Health Information
16	AU AV.	PI	Personal Information
17	AV AW.	PII	Personally Identifiable Information
18	AW AX.	PRA	<u>California</u> Public Record Act
19	AX — AY .	SIR	Self-Insured Retention
20	AY —	The HITECH Act	The Health Information Technology for Economic and Clinical Health
21			Act, Public Law 111-005
22	AZ.	USC	United States Code
23	BA.	WIC	State of <u>W&IC</u> 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 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~ in this Paragraph IV (COMPLIANCE). These elements include: ~~below.~~

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

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

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its Compliance compliance Program, Code code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall

review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, ~~and~~ determine if ~~CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the~~ CONTRACTOR's ~~Compliance Program~~ proposed compliance program and ~~Code~~ code of ~~Conduct does not~~ conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures. (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General

Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

~~2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind~~ Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit ~~separate Cost Reports for Period One, Period Two,~~ an individual

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

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

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

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

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

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

35 B. The individual and/or consolidated Cost Report ~~prepared for each period~~ shall be the final
 36 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 37 for final settlement to CONTRACTOR ~~for that period.~~ CONTRACTOR shall document that costs are

1 reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
 2 ~~The~~ The individual and/or consolidated Cost Report shall be the final financial record for subsequent
 3 audits, if any.

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

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

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

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

28
 29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 30 supporting documentation prepared by _____ for the cost report period
 31 beginning _____ and ending _____ and that, to the best of my
 32 knowledge and belief, costs reimbursed through this Agreement are reasonable and
 33 allowable and directly or indirectly related to the services provided and that this Cost
 34 Report is a true, correct, and complete statement from the books and records of
 35 (provider name) in accordance with applicable instructions, except as noted. I also
 36 hereby certify that I have the authority to execute the accompanying Cost Report.

37 //

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

1 governing body of CONTRACTOR at one time.

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

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

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

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

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

17 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28 **IX. EQUIPMENT**

29 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
30 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
31 ~~Administrator~~ADMINISTRATOR to assist in performing the services described in this Agreement.
32 "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs
33 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
34 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
35 taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
36

1 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 2 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 3 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 4 depreciated according to GAAP.

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

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

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

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

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

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

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

34 **X. FACILITIES, PAYMENTS AND SERVICES**

35 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 36 with ~~Exhibits A, B, and C to~~ this Agreement. COUNTY shall compensate, and authorize, when
 37 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this

Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of ~~\$25~~50,000 (\$5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per occurrence

for owned, non-owned and hired vehicles

~~Workers'~~ Workers Compensation

Statutory

~~Employers'~~ Employers Liability Insurance

_____ \$1,000,000 per occurrence

Network Security & Privacy _____ Liability

\$1,000,000 per claims made

~~Liability~~

~~Professional Liability Insurance~~

~~\$1,000,000 per claims made~~

~~\$1,000,000 aggregate~~

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials,

officers, agents and employees when acting within the scope of their appointment or employment.

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

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

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

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

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

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

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

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.

~~—E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.~~

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

XIII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

1. ARRA of 2009.
2. ~~State of California, Department of Social Services~~ WIC, Division 5, Community Care Licensing Division requirements for Group Homes Mental Health Services.
3. ~~42 USC §§ 3601-3619, the Fair Housing Act.~~
4. ~~U.S. Department of Housing~~ WIC, Division 6, Admissions and ~~Urban Development~~ Judicial Commitments.
5. ~~WIC, Divisions~~ Division 7, Mental Institutions.
6. ~~5, 6 and 9.~~
7. ~~HSC, §§ 1250 et seq.,~~ Health Facilities.
8. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to~~ §§ 11164-11174.3, Child Abuse and Neglect Reporting Act.
9. ~~CCR, Title 9,~~ Rehabilitative and Developmental Services.
10. ~~CCR, Title 17, Public Health.~~
11. ~~CCR, Title 17, and Title 22,~~ Social Security.
12. ~~9.~~ 10. CFR, Title 42, Public Health.
13. ~~11. CFR, Title 45, Public Welfare.~~
14. ~~USC Title 42, Public Health and Title 45~~ Welfare.
15. ~~10. USC Title 42.~~
16. ~~11. Federal Social Security Act, Title XVIII and Title XIX~~ Medicare and Medicaid.
17. ~~12. 42 USC, Chapter 126, § 12101, et seq., the Americans with Disabilities Act of 1990.~~
18. ~~13. 42 USC §§ 7414 § 1857, et seq., the Clean Air Act.~~
19. ~~14. 33 USC 84, § 308 and § 1251 et seq., the Federal Water Pollution Control Act.~~

- 1 ~~17.~~ ~~15.~~ 31 USC 7501 ~~et seq.~~ 70. Federal Single Audit Act of 1984.
- 2 ~~16~~18. Policies and procedures set forth in Mental Health Services Act.
- 3 ~~19.~~ ~~17.~~ Policies and procedures set forth in DHCS Letters.
- 4 ~~18~~20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 5 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 6 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 7 ~~19. OMB Circulars A-87, A-89, A-110, A-122.~~

9 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

31 **XV. MAXIMUM OBLIGATION**

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

36 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
37 percent (10%) of Period One funding for this Agreement.

XVI. 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.

XVII. 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 ~~ethnic group identification~~, race, ~~religion, ancestry~~, religious creed, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or~~ 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 ~~ethnic group identification~~, race, ~~religion, ancestry~~, religious creed, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

1 the provision of benefits.

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

5 5. All solicitations or advertisements for employees placed by or on behalf of
6 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
7 for employment without regard to ~~ethnic group identification~~, race, ~~religion~~, ~~ancestry~~, religious creed,
8 color, ~~creed~~, ~~sex~~, ~~marital status~~, national origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~,
9 ~~or ancestry~~, physical ~~or disability~~, mental disability, medical condition, genetic information, marital
10 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran
11 status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

17 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
18 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
19 on the basis of ~~ethnic group identification~~, race, ~~religion~~, ~~ancestry~~, religious creed, color, ~~creed~~, ~~sex~~,
20 ~~marital status~~, national origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~, ~~or ancestry~~,
21 physical ~~or disability~~, mental disability, medical condition, genetic information, marital status, sex,
22 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in
23 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
24 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
25 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
26 Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
27 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
28 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
29 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
30 limited to the following based on one or more of the factors identified above:

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

1 any service or benefit.

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

3 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
4 through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or subcontractor's clients may
5 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
6 subcontractor, and ADMINISTRATOR or COUNTY's ~~Patient's~~ Patient Rights Office.

7 1. Whenever possible, problems shall be resolved informally and at the point of service.
8 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

9 ~~#~~
10 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
11 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

35 //

36 //

37 //

XVIII. 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.

XIX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~XXI.~~

XXII. RESEARCH AND PUBLICATION

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

XXII. XXIII. REVENUE

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

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

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

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

XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

~~A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the~~

identity of their employees and their eligibility for employment in the United States.

~~— B. Pursuant to the United States of America Fair Labor Standard 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.~~

~~— C. 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.~~

~~— D. 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 exists or may hereafter be amended.~~

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

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

1 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

5 8. Severance pay for separating employees.

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

8 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

24 **XXVI. STATUS OF CONTRACTOR**

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

37 //

XXVII. TERM

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

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

XXVIII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

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

- a. The continued availability of federal, state and county funds for reimbursement of

COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

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

1 day period.

2 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
3 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
4

5 **XXIX. THIRD PARTY BENEFICIARY**

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

10 **XXX. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
13 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
15 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 GOODWILL INDUSTRIES OF ORANGE COUNTY

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14
15 TITLE: _____

16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25 APPROVED AS TO FORM

26 OFFICE OF THE COUNTY COUNSEL

27 ORANGE COUNTY, CALIFORNIA

28
29
30
31 BY: _____ DATED: _____

32 DEPUTY

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~~Board of ~~directors~~Directors has empowered said authorized individual to act on its behalf by
his or her signature alone is required by ~~HCA~~ADMINISTRATOR.

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 GOODWILL INDUSTRIES OF ORANGE COUNTY
 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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that the data is accurate.

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

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

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

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

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

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

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

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

17. FSP

a. FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Consumers

being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Consumer, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Consumer to staff ratio will be in the range of fifteen to twenty (15—20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

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

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

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

expenditures that are individualized and appropriate to support Consumer's mental health treatment activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Consumers; provides liaison between Consumers and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing Client related services to Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral

science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

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

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

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

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

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

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

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

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

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

37. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Consumers that qualify for medication benefits.

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

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

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

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

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

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

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

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

46. Psychiatrist means an individual who meets the minimum professional and licensure

requirements set forth in Title 9, CCR, Section 623.

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

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

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

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

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

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

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

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

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

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

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

54. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Consumer liability for Mental Health Services received from the

COUNTY mental health system and is set by the State of California.

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

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

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

II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>
ADMINISTRATIVE COSTS			
— Indirect Costs	\$ 99,260	\$ 99,260	\$ 99,260
SUBTOTAL ADMINISTRATIVE COST	\$ 99,260	\$ 99,260	\$ 99,260
PROGRAM COST			
— Salaries	\$ 599,968	\$ 599,968	\$ 599,968
— Benefits	—173,090	—173,090	—173,090
— Services and Supplies	—142,549	—142,549	—142,549
— Flexible Funds	—6,550	—6,550	—6,550
SUBTOTAL PROGRAM COST	\$ 922,157	\$ 922,157	\$ 922,157
GROSS COST	\$1,021,417	\$1,021,417	\$1,021,417
REVENUE			
— MHSA	\$1,021,417	\$1,021,417	\$1,021,417
TOTAL REVENUE	\$1,021,417	\$1,021,417	\$1,021,417
TOTAL BUDGET	\$1,021,417	\$1,021,417	\$1,021,417

	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Indirect Costs	\$ 130,496	\$ 130,496	\$ 260,992
<u>SUBTOTAL ADMINISTRATIVE</u>			
<u>COST</u>	\$ 130,496	\$ 130,496	\$ 260,992
<u>PROGRAM COST</u>			
Salaries	\$ 843,830	\$ 843,830	\$1,687,660
Benefits	211,527	211,527	423,054
Services and Supplies	177,060	177,060	354,120
Flexible Funds	8,349	8,349	16,698
<u>SUBTOTAL PROGRAM COST</u>	\$1,240,766	\$1,240,766	\$2,481,532
<u>GROSS COST</u>	\$1,371,262	\$1,371,262	\$2,742,524
<u>REVENUE</u>			
MHSA	\$1,371,262	\$1,371,262	\$2,742,524
<u>TOTAL REVENUE</u>	\$1,371,262	\$1,371,262	\$2,742,524
<u>TOTAL BUDGET</u>	\$1,371,262	\$1,371,262	\$2,742,524

B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its ~~clients~~ Clients. CONTRACTOR's application shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to future years. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by CONTRACTOR.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\$85,119~~ \$114,271 per month for Period One, ~~\$85,119 per month for~~ and Period Two, ~~and \$113,347 per month for Period Three~~. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such

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

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

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

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

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

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

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

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

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

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IV. SERVICES

1 A. FACILITIES

2 1. CONTRACTOR shall maintain two (2) facilities at the following locations or any other
3 locations approved by ADMINISTRATOR:

4
5 North Region

6 2250 S. Yale St., #A
7 Santa Ana, CA 92704

5 South Region

6 23871 Via Fabricante, Suite 401
7 Mission Viejo, CA 92691

8
9 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
10 throughout the year, and maintain the capability to provide services during evening hours on weekdays,
11 and on weekends, when ~~necessary~~, in order to accommodate Clients. CONTRACTOR's holiday
12 schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by
13 ADMINISTRATOR.

14 B. PERSONS TO BE SERVED – Seriously and persistently mentally ill adults eighteen (18) years
15 and older who are legally residing in Orange County and who require job assistance to obtain
16 competitive or volunteer employment. Direct referrals shall be made to the Supported Employment
17 Program from COUNTY and contracted Outpatient and Recovery programs, Full Service Partnerships,
18 and select Prevention and Intervention and Innovations programs. Clients referred to and enrolled in the
19 Supported Employment program must be engaged in mental health services during their entire
20 enrollment in the program, and must have an assigned Plan Coordinator or Personal Services
21 Coordinator who will collaborate with the Supported Employment staff to assist with behavioral or
22 treatment issues that may arise with their ~~clients~~ Clients.

23 C. SERVICES

24 1. CONTRACTOR shall provide Supported Employment Services for individuals who require
25 job assistance to obtain competitive or volunteer employment, utilizing a team approach, comprised of
26 Employment Specialists and Peer Support Specialists, to be referred to as the Employment Team.

27 a. The Employment Specialist (ES) will be responsible for providing time limited, one-
28 on-one vocational support, which will include job related and/or volunteer instructional strategies,
29 assistance with production demands, mobility training, quality assurance, role modeling, behavior
30 intervention, business interactions, problem resolution, and advocacy. The ES will also work closely
31 with Clients on productivity level, work competencies and perfecting business etiquette, and shall
32 provide, in conjunction with the Peer Support Specialist, daily coaching on grooming, time
33 management, and strategies for coping with work performance anxiety.

34 b. The Peer Support Specialist (PSS) shall be an individual with lived experience from the
35 recovery of behavioral health and substance use challenges, plus skills learned in formal training, and/or
36 professional roles, to deliver services in a behavioral health setting to promote mind-body recovery and
37 resiliency. The PSS, as part of the Employment Team, will work with Clients who are working and/or

volunteering in the community, in developing job skills through sharing his/her lived experiences, within the principles of hope, equality, respect, personal responsibility, and self-determination. The PSS works with the ES in helping the client identify areas of need for development. The PSS may use techniques such as role modeling, field mentoring, mutual support, and others that foster independence. The PSS will also be responsible for working with Clients in preparing for job placement, ensuring job retention, ensuring the quality of work at job sites, promoting Goodwill's brand, and strengthening partnerships with employers and referring clinics.

2. Supported Employment Services shall include, but are not limited to:

a. Vocational Services: CONTRACTOR shall provide an array of vocational services and job training to prepare Clients for part-time or full-time competitive employment or education services, and in some cases for volunteer work. CONTRACTOR shall encourage Clients to engage in a number of activities, such as General Education Degree (GED) preparation using established computer programs, linkage to colleges, vocational, and adult schools. Peer Support Specialists may be used to work with the client in a specific goal that would address the ~~client's~~ Client's hesitation in pursuing the Clients continuing educational goals. CONTRACTOR shall develop an individual plan with each Client and shall provide the Clients with information that consists of workbook exercises, videos, classroom instruction, and exercises in order for them to learn and/or improve their job seeking and interpersonal communication skills. Vocational services shall include, but not be limited to the following:

1) Interviewing Techniques – Develop resumes, cover letter and references, interviewing assistance, positive word/phrases for presentation, interview questions, interviewing exercises, video presentations, verbal and nonverbal communication during interviews, self-marketing techniques, and appreciation correspondence;

2) Job Search Techniques – Employment Specialists shall meet regularly with Clients and provide training that includes, but is not limited to: setting occupational goals, job search methods, job leads and follow-ups, telephone training, applications and faxing;

3) Life Skills – Provide training to Clients to develop skills on dependability, making emergency arrangements, time management, and financial management;

4) Interpersonal Communication Skills – Work with Clients on appropriate communication, positive attitudes and relationships, listening skills, decision-making, goal-setting, stress management, anger management and constructive feedback;

5) Job Placement – CONTRACTOR shall place Clients in either volunteer, or competitive employment jobs that best reflect their interests, aptitudes, transportation needs, work schedule and access requirements. Prior to entering the competitive employment arena, CONTRACTOR may place Clients in volunteer positions to “try out” employment roles while being supported by the Employment Team. CONTRACTOR shall identify volunteer positions that offer flexible work schedules as an additional incentive of getting Clients to work, or back to work. CONTRACTOR shall train Clients as needed on how to use resources such as: newspapers; browse,

print and record job leads from various web sites on the Internet. Clients will record their job leads and provide it to their assigned Employment Specialist;

6) Group support and tutorial classes – Provide GED and keyboarding classes;

7) Community Employer Outreach - Work with Clients and potential employers in the community, and in all regions of the County to locate potential volunteer and paid employment positions;

8) On-the-Job Support – Each Client placed shall receive ongoing support from the Employment Team which shall include, but not be limited to: modeling appropriate behavior; participating in the training of the Client to ensure a foundational grasp of job responsibilities; communicating regularly with job site staff to recognize and address Client successes and challenges; providing consistent encouragement; and practicing conflict resolution; and

9) Graduation – Upon successful placement in either volunteer or competitive employment for at least 90 days, Clients will be given the opportunity to consult with their employers, Employment Team, and other support persons to determine if they are ready to graduate from CONTRACTOR's program and no longer receive supported employment services. If the Client and other involved parties agree that the Client is able and willing to proceed with employment without the support of the Employment Team, Client shall be eligible to graduate from the program and CONTRACTOR shall hold periodic graduation ceremonies and present them with a certification of completion. If the Client is graduating from the program after successfully completing placement in a volunteer position, they are automatically eligible for enrollment and training for a competitive employment position without the need for an additional referral from their Plan Coordinator or PSC.

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~~The ES shall contact the Plan Coordinator or PSC and inform them of the Client's decision to pursue competitive employment.~~ For any Client that completes the 90-day period in a volunteer placement and does not wish to continue into competitive employment, the Client would graduate from the program and may re-enroll at a later time for competitive employment. If the Client continues on to competitive employment after completing the 90-day volunteer placement, the Client would graduate once at the end of the 90-day employment placement.

~~The ES shall contact the Plan Coordinator or PSC and inform them of the Client's decision to pursue competitive employment.~~

10) Post-Graduation – Within six (6) months of graduation from the program, from either a volunteer or competitive placement, if the Client would like to or is deemed in need of further Supported Employment services to maintain their employment, the Client may be re-enrolled in the program, with approval from applicable staff and their assigned Plan Coordinator or PSC, without the need for a new referral. Client must continue to be receiving mental health services to be eligible to re-enroll in the program. After six (6) months post-graduation, the Client may only return to the program and re-enroll to receive Supported Employment services with approval and re-referral by their assigned

1 Plan Coordinator or PSC.

2 ~~ba.~~ Work Experience/Adjustment/Hardening (WEAH) Program/Job Preparation Services:
 3 CONTRACTOR shall make placements available to Clients who require additional supports with job
 4 skills training and work experience in the WEAH program. CONTRACTOR shall place ~~Clients~~ Client
 5 at work sites where they may work under the guidance of a work area supervisor with the support of an
 6 Employment Specialist that will assist them in developing appropriate work skills, tolerances and
 7 strategies for coping with a daily work schedule, and behaviors needed in a “real work” environment.
 8 CONTRACTOR shall provide actual jobs in training areas including, but not limited to, janitorial,
 9 package and assembly, shipping and receiving, maintenance, processing, retail sales, stocking, computer
 10 assembly, clerical, accounting and document destruction. CONTRACTOR shall provide actual work
 11 areas for Clients to experience the “world of work” prior to moving into supported employment and then
 12 competitive employment and shall assist ~~Clients~~ to build confidence and self-esteem while working to
 13 enhance productivity and work stamina. WEAH job preparation shall include, but not be limited to the
 14 following:

- 15 1) Identifying individual Client skills and interests;
- 16 2) Teaching workplace responsibilities and expectations;
- 17 3) Disseminating information on communication skills;
- 18 4) Managing symptoms and stress in the workplace;
- 19 5) Grooming and dressing for success; and
- 20 6) Writing resumes and successful job application techniques.

21 2. CONTRACTOR shall provide program presentations to all County and contractor-operated
 22 clinics, Recovery Centers, Full Service Partnerships, Prevention and Intervention, and Innovation
 23 programs as identified by County. As a follow-up to program presentations, CONTRACTOR shall, at a
 24 minimum, communicate directly with Service Chiefs or Program Directors from referring agencies on a
 25 monthly basis, to discuss status of referrals and to strategize how to maintain or increase the level of
 26 referrals to the Supported Employment program, and how the programs can best support each other and
 27 their Clients in the area of employment.

28 3. CONTRACTOR shall track and monitor, on a monthly basis, the number of newly enrolled
 29 Clients, carryover Clients from previous months, successful competitive and volunteer placements both
 30 full and part-time, types of placements (clerical, customer service, etc.), number of days able to maintain
 31 employment pre- and post- enrollment, and average wage.

32 4. CONTRACTOR shall identify the specific reasons for Client disenrollment and discharge
 33 from the program prior to graduation, and identify the steps taken with each Client to maintain their
 34 enrollment in the program.

35 5. CONTRACTOR shall provide a weekly Referral Log that includes, but is not limited to, the
 36 following: Client name; date of birth; referral date; referral source and contact; date Client contacted for
 37 enrollment; enrollment, placement, graduation, inactive, and discharge date; including the reason for

1 discharge-

2 D. CONTRACTOR shall maintain regular communication with Client's Plan Coordinator or PSC
3 and facilitate coordination of services.

4 E. ADMINISTRATOR shall periodically review individual Client employment plans and their
5 progress to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR P&Ps and any
6 documentation requirements.

7 F. ADMINISTRATOR shall review and approve all pending discharges from the program.

8 G. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

9 H. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

10 I. PERFORMANCE OUTCOMES

11 1. CONTRACTOR shall enroll and provide Supported Employment Services to a minimum of
12 one hundred seventy-five (175) Clients in the North Region program and ~~seventy (70)~~ one hundred (100)
13 Client ~~enrollments~~ in the South Region program.

14 2. CONTRACTOR shall ~~develop and provide~~ achieve greater than seventy-five percent (75%)
15 retention rate for Clients enrolled in the program by utilizing a thorough ~~referral~~ screening process and
16 support from the Peer Support Specialists to ensure that ~~twenty-five percent (25%) or less of Clients~~
17 ~~referred to and enrolled in the program are~~ Clients are not discharged from the program for non-
18 participation prior to obtaining either volunteer or competitive employment ~~positions, and graduating~~
19 ~~from the program.~~

20 3. CONTRACTOR shall ensure that a minimum of thirty-five (35%) percent of the combined
21 two hundred seventy-five (275) Clients referred to and ~~fully~~ enrolled in the program are successfully
22 placed in either volunteer or competitive employment during the term of the Agreement.
23 CONTRACTOR understands and agrees that this is a minimum requirement, and shall make every
24 effort to exceed this minimum.

25 4. CONTRACTOR shall maintain an average time-to-placement into employment as follows:

26 a. Volunteer Employment – eight (8) weeks from the time of enrollment.

27 b. Competitive Employment – sixteen (16) weeks from the time of enrollment.

28 5. CONTRACTOR shall implement a Satisfaction Survey to assess the effectiveness of the
29 program and to ensure the needs of the Clients enrolled in the program are met. Survey results shall be
30 analyzed to identify both strengths and weaknesses of the program, and be used to refine program
31 structure as required to ensure the most effective and appropriate services are being provided.

32 6. Ninety-five percent (95%) of the Clients who have successfully graduated from the
33 program shall report an improved quality of life.

34 J. FLEXIBLE FUNDS

35 1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
36 appropriate for the treatment of Client's mental illness and overall quality of life;

37 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form

approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report;

3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR;

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible Funds shall be individualized according to Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client's lease/rental agreements, general ledgers, and needs documented in Client's master treatment plans;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in a timely manner, or are not appropriate for a Client's situation. CONTRACTOR will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, and clothing, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all

voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five (\$25) each;

h. Statement indicating that Flexible Funds are not to be used for housing for Clients;

i. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and

j. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

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

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

V. STAFFING

A. CONTRACTOR shall provide the following staffing, expressed in FTEs, which shall be equal to an average of forty (40) hours per week, to provide Supported Employment services:

DIRECT PROGRAM	<u>FTEs</u>
Program Manager	2.00
Administrative Assistant	2.5075
<u>Employment Coordinator</u>	<u>1.00</u>
Employment Specialist	12.11.00
Peer Support Specialist	3.00
TOTAL PROGRAM FTEs	19.5075

B. WORKLOAD STANDARDS

1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and placed in their personnel files.

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

3. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Standards of Care

practices, P&Ps, documentation standards and any state regulatory requirements.

4. ADMINISTRATOR shall assist CONTRACTOR in monitoring compliance with staff workload standards and productivity.

5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Salary savings resulting from vacant positions may not be used to cover costs other than salaries and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

7. CONTRACTOR shall recruit, hire, train and maintain staff, as applicable, who are Clients, former Clients or family members and who are qualified for the position(s) sought. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices, and identification of measures taken to enhance accessibility for potential staff in these categories.

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

9. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, results of background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities, status as a ~~Client~~ Clients, former Client or family member, pay rate, training, and evaluations justifying pay increases.

10. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.

11. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation and mediation, confidentiality, identification of strengths, promoting life skills and such other topics identified or provided by ADMINISTRATOR.

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

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VI. REPORTS

20 of ~~21~~21

EXHIBIT A

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

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. Such reports shall include number of Clients by program. The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month reported.

2. CONTRACTOR shall submit Year-End Expenditure and Revenue Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Service Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. The reports shall also include the number of successful job placements and the number of ~~clients~~ Clients enrolled in the program. Year-End Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue Reports.

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

C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of this Agreement and report the status of each of the specified Performance Outcomes identified in the Services Paragraph of Exhibit A to the Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement.

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

E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues

that adversely affect the quality or accessibility of Client-related services provide by, or under contract with the COUNTY.

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

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

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EXHIBIT B
 AGREEMENT FOR PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 GOODWILL INDUSTRIES OF ORANGE COUNTY
 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

~~with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.~~

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to

1 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
2 by law.

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

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

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

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

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

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

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

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

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

45 CFR § 164.528.

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

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

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 Passwords must be composed of characters from at least three (3) of the following four (4) groups from

the standard keyboard.

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

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

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

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

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

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

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

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

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

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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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:

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

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 //

EXHIBIT C
 AGREEMENT FOR PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 GOODWILL INDUSTRIES OF ORANGE COUNTY
 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

I. PERSONAL INFORMATION AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and

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

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

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

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

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

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

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

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