

1 AGREEMENT FOR PROVISION OF
2 NON-EMERGENCY TRANSPORTATION SERVICES

3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB
7 JULY 1, 2018 THROUGH JUNE 30, 2021

8
9 THIS AGREEMENT entered into this 1st day of July 2018 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CABCO
11 YELLOW, INC., DBA CALIFORNIA YELLOW CAB, a California for profit corporation
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
13 as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange
14 Health Care Agency (ADMINISTRATOR).

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

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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Non-
19 Emergency Transportation Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2018 through June 30, 2021

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

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

Period Three means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

Period One Maximum Obligation: \$ 1,000,000

Period Two Maximum Obligation: 1,000,000

Period Three Maximum Obligation: 1,000,000

TOTAL MAXIMUM OBLIGATION: \$ 3,000,000

Basis for Reimbursement: Actual Cost**Payment Method:** Monthly in Arrears**CONTRACTOR DUNS Number:** 95-738-6048**CONTRACTOR TAX ID Number:** 33-0723354**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Cabco Yellow, Inc., dba California Yellow Cab
 520 W. Dyer Road
 Santa Ana, CA 92707
 Attention: Tim Conlon, President
 E-mail: tconlon@cayellow.com

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I. ACRONYMS

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

A. BHS	Behavioral Health Services
B. CCC	California Civil Code
C. CCR	California Code of Regulations
D. CEO	County Executive Office
E. CFR	Code of Federal Regulations
F. CHPP	COUNTY HIPAA Policies and Procedures
G. COI	Certificate of Insurance
H. DHCS	Department of Health Care Services
I. DRS	Designated Record Set
J. ePHI	Electronic Protected Health Information
K. GAAP	Generally Accepted Accounting Principles
L. HCA	Health Care Agency
M. HHS	Health and Human Services
N. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
O. HSC	California Health and Safety Code
P. IRIS	Integrated Records and Information System
Q. ISO	Insurance Services Office
R. MHP	Mental Health Plan
S. MHSA	Mental Health Services Act
T. MIHS	Medical and Institutional Health Services
U. NPP	Notice of Privacy Practices
V. OIG	Office of Inspector General
W. OMB	Office of Management and Budget
X. OPM	Federal Office of Personnel Management
Y. PC	State of California Penal Code
Z. PHI	Protected Health Information
AA. PII	Personally Identifiable Information
AB. PRA	Public Record Act
AC. SIR	Self-Insured Retention
AD. SSA	Social Services Agency
AE. USC	United States Code
AF. WIC	State of California Welfare and Institutions Code

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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 policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program, Code of Conduct 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 this Paragraph IV (COMPLIANCE). These elements include:

- 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.

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1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

27 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
28 retained to provide services related to this Agreement semi-annually to ensure that they are not
29 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
30 the General Services Administration's Excluded Parties List System or System for Award Management,
31 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, the
32 California Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration
33 Death Master File and/or any other list or system as identified by the ADMINISTRATOR.

34 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
35 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
36 health care items or services or who perform billing or coding functions on behalf of
37 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem

1 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
2 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
3 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
4 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
5 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
6 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
7 procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

34 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
36 screened. Such individual or entity shall be immediately removed from participating in any activity
37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
3 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper 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.

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

V. CONFIDENTIALITY

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

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

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

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

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

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

VI. COST REPORT

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

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

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

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

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

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

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

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

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

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DEBARMENT

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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14 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

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

22 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, 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, 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 shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

M. 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).

N. 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.

O. 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 by COUNTY.

P. 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.

Q. 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, 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.

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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.

XIII. 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 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

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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 an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

XIV. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

2. 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; and

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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. CCC §§56 through 56.37, Confidentiality of Medical Information.
3. CCC §§1798.80 through 1798.84, Customer Records.
4. CCC §1798.85, Confidentiality of Social Security Numbers.
5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
8. HSC, §11876, Narcotic Treatment Programs.
9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
10. Code of Federal Regulations, Title 42, Public Health.
11. 2 CFR 230, Cost Principles for Nonprofit Organizations
12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
13. 41 CFR 50, Public Contracts and Property Management
14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
16. 45 CFR 93, New Restrictions on Lobbying.
17. 45 CFR 96.127, Requirements regarding Tuberculosis.
18. 45 CFR 96.132, Additional Agreements.
19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
20. 45 CFR 160, General Administrative Requirements.
21. 45 CFR 162, Administrative Requirements.
22. 45 CFR 164, Security and Privacy.
23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.

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26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
28. 42 USC §290dd-2, Confidentiality of Records.
29. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
30. 42 USC §§1320d through 1320d-9, Administrative Simplification.
31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
32. 42 USC §6101 et seq., Age Discrimination Act of 1975.
33. 42 USC §2000d, Civil Rights Act of 1964.
34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
35. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media Policy & Procedures and have them available to

ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XVI. MAXIMUM OBLIGATION

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

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

XVII. MINIMUM WAGE LAWS

A. 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 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 exists or may hereafter be amended.

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race,

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

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the

Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

XX. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person

served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

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

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

XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or 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 public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. 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.

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.

XXIII. RESEARCH AND PUBLICATION

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

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

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

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

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

XXVI. STATUS OF CONTRACTOR

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

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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 ninety (90) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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4 **XXIX. THIRD PARTY BENEFICIARY**

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

8
9 **XXX. WAIVER OF DEFAULT OR BREACH**

10 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
12 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
13 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
14 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 CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB

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6 DocuSigned by:
7 BY: Tim Conlon
8 AA302C722724498...

DATED: 3/22/2018

9
10 TITLE: President

11
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13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____
19 HEALTH CARE AGENCY

DATED: _____

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

27
28 DocuSigned by:
29 BY: Eric Divine
30 C4F3686C1E6D4FD...
31 DEPUTY

DATED: 3/21/2018

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

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 NON-EMERGENCY TRANSPORTATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB
 JULY 1, 2018 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into 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. Promising Practices means that experts believe the practices is likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence,

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(evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

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

6. Care 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.

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

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

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

10. Client or Individual means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who is living with a serious and persistent mental illness.

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

12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents, aged eighteen (18) and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat Clients for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

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

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

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

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Consumers' perspective which will improve understanding of 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.

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

d. KET means Key Event Tracking and refers to the tracking of a 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.

15. 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.

16. 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.

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

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

6 19. FSP

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

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

33 b. Consumer services are focused on Recovery and harm reduction to encourage the
 34 highest level of Consumer empowerment and independence achievable. PSC's will meet with the
 35 Consumer in their current community setting and will develop a supportive relationship with the
 36 individual served. Substance abuse treatment will be integrated into services and provided by the
 37 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.

20. 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.

21. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide individuals and/or their families with immediate assistance, as deemed necessary, for the treatment of their behavioral health disorder 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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

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

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

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

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

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

21 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
22 programs, consumers receive combined treatment for behavioral health and substance use disorders
23 from the same practitioner or treatment team.

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

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

34 f. Rehabilitation Service means an activity which includes assistance in improving,
35 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,
36 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
37 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.

31. 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.

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

33. 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 individuals 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.

34. 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.

35. 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.

36. 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.

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37. 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.

38. 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 practice is informed by his/her own experience.

39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to create a behavioral health and law enforcement response team. While the primary purpose of the partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the PERT team also educates police on behavioral health issues and provides them with the tools necessary to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health trained clinician to ride along with a police officer in order to provide a prompt response and assessment to individuals in behavioral health crises and provide them with the appropriate care and linkages to other resources as required in a dignified manner.

40. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned 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.

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

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

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

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

45. Promotores 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 behavioral health disorders, disease and injury prevention.

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

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

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

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

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal 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.

51. 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.

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52. 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.

53. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking 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.

54. 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.

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

56. 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.

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

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

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

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II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 65,000	\$ 65,000	\$ 65,000	\$ 195,000
SUBTOTAL ADMIN COSTS	\$ 65,000	\$ 65,000	\$ 65,000	\$ 195,000
PROGRAM COSTS				
Salaries	\$ 13,150	\$ 13,150	\$ 13,150	\$ 39,450
Benefits	1,052	1,052	1,052	3,156
Services & Supplies	316	316	316	948
Subcontractors	919,947	920,482	920,482	2,760,911
Start-up Costs	<u>535</u>	<u>0</u>	<u>0</u>	<u>535</u>
SUBTOTAL PROGRAM COSTS	\$ 935,000	\$ 935,000	\$ 935,000	\$2,805,000
TOTAL GROSS COSTS	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000
REVENUE				
MHSA	\$ 900,000	\$ 900,000	\$ 900,000	\$2,700,000
SAPT	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>300,000</u>
TOTAL REVENUE	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000
TOTAL MAXIMUM OBLIGATION	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000

B. CONTRACTOR shall calculate the cost for passenger utilization of the Transportation Services provided by subcontractors under this Agreement in accordance with the following rate schedule, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

1. On-site cancellations by passengers or instances in which passengers are not at the designated location for pick-up within the established timeframe will be invoiced at ten dollars (\$10) per occurrence.

2. Mileage will be calculated on a "round trip" basis so that a trip to and from an appointment, or other approved destination, will be counted as one trip and the mileage for the entire trip will be applied to the rate schedule below to determine cost.

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<u>MILEAGE</u>	<u>RATE</u>
1 mile	\$10.00
2 miles	\$12.00
3 miles	\$12.00
4 miles	\$12.00
5 miles	\$15.00
6 miles	\$17.00
7 miles	\$19.00
8 miles	\$21.00
9 miles	\$23.00
10 miles	\$25.00
11 miles	\$28.00
12 miles	\$31.00
13 - 15 miles	\$35.00
16 - 19 miles	\$41.00
20 - 23 miles	\$50.00
24 - 26 miles	\$58.00
27 - 29 miles	\$65.00
30 - 32 miles	\$70.00
33 - 35 miles	\$78.00
36 - 38 miles	\$84.00
39 - 41 miles	\$90.00
41 miles and above	\$2.50 per mile

3. Passengers are not expected to provide tips for the service.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

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III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$83,333 per month for Period One, Period Two, and Period Three. All payments are interim payments only and are 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, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation for each period as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal 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 invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR 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) calendar day of each 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 thirty (30) calendar days after receipt of the correctly completed invoice form.

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

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

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

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

6 7 **IV. REPORTS**

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

10 **B. FISCAL**

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

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

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

32 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
33 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
34 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
35 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
36 CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of any
37 activities for the reporting month, and any pertinent facts or interim findings, staff changes, and status of

licenses and/or certifications. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

E. UTILIZATION REPORT – CONTRACTOR shall provide a monthly report of passenger utilization of the Transportation Services provided under this Agreement, due no later than twenty (20) calendar days following the end of the month being reported. This report will be used by COUNTY to determine appropriate use of this service, actual utilization and cost, and also to determine if modifications to access this service are required. This report shall include, but not be limited to:

1. Passenger Name;
2. Purpose/destination of transportation requested;
3. Appointment time;
4. Vehicle Number;
5. Date/time service requested;
6. Date/time pick-up and drop-off requested;
7. Actual date/time of pick-up and drop-off;
8. Complete address of pick-up and drop-off;
9. Actual miles of each trip provided;
10. Actual Cost of each trip provided; and
11. Any special requests associated with a pick or drop-off (escort required, service animal).

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

G. 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.

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

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V. SERVICES

A. FACILITY – CONTRACTOR shall maintain one (1) facility, to be utilized as the administrative office, at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

520 W. Dyer Road
Santa Ana, CA 92707

2. The administrative facility shall be open until from at least 8:00 a.m. to 5:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation, if required, once the program becomes operational.

B. PERSONS TO BE SERVED – The target population for the non-emergency Transportation Services program is adults, residing in COUNTY, eighteen (18) years of age or older, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and require non-emergency transportation assistance to essential behavioral health and/or medical appointments, or behavioral health supportive services that support goals identified in their treatment plans.

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide non-emergency Transportation services, by appointment only, Monday through Friday, from 6:30 a.m. to 8:00 p.m., for Clients who require assistance getting to and from their behavioral health or medical appointments or behavioral health supportive services that support goals identified in their treatment plans.

2. CONTRACTOR shall establish a toll-free, dedicated telephone number that will be used for appointment scheduling by passengers.

3. CONTRACTOR shall have sufficient and appropriate staff to handle all incoming calls at all times, and a “live” person shall answer all calls and not use a voicemail system during the normal business hours the program is open, Monday through Friday. It is anticipated that operating hours will run from 6:30 a.m. to 8:00 p.m., Monday through Friday, however, actual operating hours will be established once the program has become operational. Passengers utilizing the Transportation program services shall be able to schedule a ride as many as fourteen (14) days in advance and as few as twenty-four (24) hours prior. CONTRACTOR shall ensure that customer service is a high priority and the telephone staff treats all callers with dignity and respects a caller’s right to privacy and confidentiality. CONTRACTOR shall process all incoming telephone inquiries for non-emergency Transportation Services in a timely, responsive, and courteous manner.

4. Once an appointment for transportation has been requested, CONTRACTOR shall:

- a. Confirm passenger name;
- b. Confirm date/time/place of appointment;
- c. Confirm date/time/place of pick-up/drop-off;

- d. Confirm any request for a service animal to accompany passenger;
- e. Confirm any request for an escort to accompany passenger;
- f. Confirm any request for door-to-door services; and
- g. Authorize Transportation Services, schedule, and dispatch vehicles.

5. CONTRACTOR shall determine which transportation mode is the least expensive and most appropriate available to meet the passenger's service need. CONTRACTOR shall, on a case-by-case basis, review an individual passenger's situation, and may only authorize the least costly form of transportation that will meet that individual passenger's needs. It is not acceptable for CONTRACTOR to authorize more costly taxi or paratransit services when it is unnecessary.

6. CONTRACTOR shall instruct passengers to be ready for pick-up fifteen (15) minutes prior to the established time. CONTRACTOR will have a thirty (30) minute window in which to pick-up passengers from the established pick-up time/place, and ensure that no passenger waits more than thirty (30) minutes for a trip. The thirty (30) minute window begins fifteen (15) minutes prior to the established pick-up time and ends fifteen (15) minutes after the established pick-up time. Passengers waiting more than thirty (30) minutes from the pre-established time of pick-up will result in non-reimbursement of CONTRACTOR for that specific trip.

7. CONTRACTOR shall provide curb-to-curb service for passengers who need little, if any, assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the passenger's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include lifting of any passenger. Drivers are to remain at or near their vehicle and are not to enter any buildings.

8. CONTRACTOR shall provide door-to-door service based on the level of service that is appropriate for the passenger's physical and mental abilities. The need for door-to-door service shall be communicated by all passengers at the time they call and request an appointment for services. CONTRACTOR shall maintain adequate vehicle types to accommodate passengers with special needs. For example, a van with handicap access may be required to meet an individual's needs.

9. CONTRACTOR shall allow passengers to have an adult escort, eighteen (18) years of age or older, on the trip when independent travel is not an option due to age, disability, or language barriers, and CONTRACTOR is notified at the time the appointment is scheduled. Additionally, CONTRACTOR shall allow passengers to have service animals on the trip, when appropriate, and advance notification is provided. CONTRACTOR will be reimbursed for the transportation costs of escorts and service animals for all necessary trips, including return trips when the passenger is not present. The need for escort services and service animals will be communicated at the time service is requested.

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1 10. CONTRACTOR shall ensure all vehicles are in proper working order at all times, and
2 undergo routine maintenance, as confirmed by proof of work through receipts or invoices, and recorded
3 in a Monthly Vehicle Maintenance Log.

4 11. CONTRACTOR shall ensure all vehicles are equipped with Global Positioning System
5 (GPS), emergency road kits, and first aid supplies.

6 12. CONTRACTOR shall ensure that it has vehicles that can accommodate persons with
7 disabilities, as required. CONTRACTOR must ensure that the most appropriate and least costly method
8 of transportation is provided.

9 13. CONTRACTOR shall maintain an alcohol and drug free transportation program and
10 workforce. CONTRACTOR shall ensure staff and drivers are screened at regular intervals to meet these
11 requirements.

12 14. CONTRACTOR shall develop and make available to passengers, referring agencies, and
13 community stakeholders, information regarding the Transportation Services program. This information
14 shall include:

15 a. Description of the availability of non-emergency medical Transportation Services and
16 general Transportation program information;

17 b. The eligibility for these services; and

18 c. How to access and use these services properly.

19 15. All written material and brochures for distribution shall be submitted for advance written
20 approval by County prior to distribution and use.

21 16. CONTRACTOR shall be responsible for the maintenance of appropriate records of
22 accountability to report to the County.

23 17. CONTRACTOR shall establish and maintain a database sufficient to meet the reporting
24 requirements of the requested services.

25 18. CONTRACTOR shall maintain the confidentiality of Transportation Services program-
26 related information including passenger-specific information, and shall take measures to prudently
27 safeguard and protect unauthorized disclosure of the passenger information in its possession, and shall
28 establish internal policies to ensure compliance with federal and state laws and regulations regarding
29 confidentiality. CONTRACTOR shall ensure electronic files are in compliance with the federal Health
30 Insurance Portability and Accountability Act (HIPAA) of 1996, and the terms of their Agreement with
31 County.

32 19. CONTRACTOR shall maintain daily logs for services provided. These logs shall include,
33 but not be limited to:

34 a. Daily Call Logs – This log is for phone calls received by CONTRACTOR for
35 appointments for Transportation Services. The log should include date, time, referring agency and
36 contact information, passenger name, destination, destination contact information, appointment time,
37 pick-up time (for both pick-up and drop-off), distance of travel, and any applicable special requirements.

1 CONTRACTOR shall verify the trip/mileage using maps or computer-based programs such as
2 MapQuest, Google Maps, or Rand McNally Driving Directions and Maps;

3 b. Daily Dispatch Logs – This shall include the driver name, passenger name, destination,
4 vehicle type, schedule time of pick-up, actual time of pick-up, scheduled time of drop-off, and actual
5 time of drop-off;

6 c. Daily and Monthly Trip Level Logs – This log will include actual miles driven for each
7 appointment, completed trip, incomplete trips (due to incidents, no shows, etc.), vehicle used,
8 destination, number of passengers, and special circumstances;

9 d. Monthly Vehicle Maintenance Logs;

10 e. Incident Logs; and

11 f. Other logs as may be required and developed in collaboration with County.

12 20. CONTRACTOR shall develop and maintain policies and procedures for incident
13 management, and ensure that staff have proper orientation and training to respond to, report, and prevent
14 incidents. Incident reports shall be submitted to the County within twenty-four (24) hours of the
15 incident. Special incidents may include, but not be limited to:

16 a. Traffic accidents while passengers are on board;

17 b. Inappropriate passenger/escort behavior;

18 c. Urgent medical conditions occurring while transporting passengers;

19 d. Assaults on/from a passenger/escort or staff member;

20 e. Threats of assault or injury;

21 f. Injuries to a passenger/escort or staff member;

22 g. Allegations of abuse; and

23 h. Passenger exiting the vehicle prior to the scheduled stop.

24 21. CONTRACTOR shall develop policies and procedures that address continued use of
25 Transportation Services following an incident or repeated no shows for scheduled appointments.

26 22. CONTRACTOR shall develop policies and procedures to address contingency operations in
27 the event of a vehicle breakdown that ensures passengers will still arrive at their destinations at the
28 specific time. CONTRACTOR shall develop necessary accommodations in the event transportation
29 program is unable to dispatch their own vehicle for pick-up, ensuring passengers will arrive for
30 scheduled appointments. CONTRACTOR shall not be reimbursed for late pick-ups/drop-offs (outside
31 of the thirty (30) minute window) either due to scheduling or driver errors, or in the event of vehicle
32 breakdowns.

33 23. CONTRACTOR shall be responsible for all services provided by subcontracted
34 transportation providers and, as such, shall ensure adequate oversight of subcontracted providers.
35 CONTRACTOR shall develop and implement a Monitoring Plan for subcontracted Transportation
36 Services providers, including, but not limited to, ensuring providers comply with the terms of the
37 resulting agreement and all applicable federal and state laws and regulations. CONTRACTOR shall

also ensure that all subcontracts have procedures for the prevention, detection, and reporting of suspected fraud and abuse. All subcontracts shall be approved in advance by County.

24. CONTRACTOR shall develop, implement, and maintain a complaint and grievance process that provides a means to address/resolve passenger's complaints about services received by CONTRACTOR, and shall have written policies and procedures approved by County for this purpose.

25. Persons requesting or receiving Transportation Services may not be discriminated against because of race, color, religious creed, ancestry, national origin, age, sex, or disability.

26. CONTRACTOR shall attend:

a. Meetings requested by County staff to address any aspect of the Transportation Services program.

b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.

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

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

D. PERFORMANCE OBJECTIVES AND OUTCOMES - CONTRACTOR shall, during the term of the Agreement, be required to meet performance objectives and outcomes, which may include, but not be limited to:

1. Performance Objective: CONTRACTOR shall provide Transportation Services for a minimum of one thousand two hundred (1,200) Clients on an annual basis (inclusive of pick-up and drop-off). Actual utilization may require adjustment to this performance objective once the program becomes operational.

2. Performance Outcomes:

a. On-time performance, measured by arriving within a thirty (30) minute timeframe from the scheduled pick-up or drop-off time (from fifteen (15) minutes before the scheduled pick-up/ drop-off time to fifteen (15) minutes after the scheduled pick-up/drop-off time).

b. Trip Time: Passenger trip times shall not exceed forty-five (45) minutes to or from their destinations.

c. Missed pick-ups or drop-offs: CONTRACTOR shall not miss more than two (2) scheduled pick-ups or drop-offs per region per month.

d. A passenger satisfaction survey shall be developed to measure passenger satisfaction with these services. Ninety percent (90%) or higher rider satisfaction with Transportation Services is

expected. This may include, but not be limited to, customer service satisfaction, timeliness of dispatchers answering/returning phone calls, pick-up/drop-off punctuality, trip time, treating riders with courtesy and respect, and sensitivity to language/cultural needs.

e. Other measures that shall be developed in partnership with County.

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

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

VI. STAFFING

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

	<u>FTE</u>
President/General Manager	0.05
Controller	0.03
Program Manager	0.15
Office Manager	<u>0.05</u>
TOTAL FTE	0.28

B. Transportation Services staff and drivers staff shall, at a minimum, be trained to have a basic understanding of the mentally ill population served by this program.

C. CONTRACTOR shall recruit, establish, and maintain a sufficient network of transportation providers to deliver non-emergency Transportation Services to Orange County passengers, Monday through Friday from 6:30 a.m. to 8:00 p.m.

D. General/Program Manager roles and responsibilities shall include, but not be limited to:

1. Maintain ongoing communication with ADMINISTRATOR in regards to program operations and issues;

2. Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed annually and revised as needed;

3. Submittal of monthly performance outcome data to ADMINISTRATOR with verification that outcome data is correct; and

4. Fiscal and programmatic management of the Transportation Services program operating budget.

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

4 F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

5 G. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
6 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

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

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

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

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EXHIBIT B
AGREEMENT FOR PROVISION OF
NON-EMERGENCY TRANSPORTATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB
JULY 1, 2018 THROUGH JUNE 30, 2021

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

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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 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 discloses
8 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
9 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) days, preferably every sixty (60) days.
36 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
37 from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

36 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
37 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 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

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

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

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 **H. PROHIBITED USES AND DISCLOSURES**

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
37 42 USC § 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
AGREEMENT FOR PROVISION OF
NON-EMERGENCY TRANSPORTATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB
JULY 1, 2018 THROUGH JUNE 30, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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