

1 AGREEMENT FOR PROVISION OF  
2 MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
3 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES

4 BETWEEN

5 COUNTY OF ORANGE

6 AND

7 «UC\_NAME» «UC\_DBA»

8 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2017

9  
10 THIS AGREEMENT entered into this 1st day of July ~~2012~~ 2014, which date is enumerated for  
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
12 «UC\_NAME» «UC\_DBA», a California «STATUS» (CONTRACTOR). This Agreement shall be  
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

16  
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 Mental Health Residential Rehabilitation ~~services~~ and Mental Health Enhanced Residential  
19 Rehabilitation 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, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS****Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2017Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

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

**Aggregate Maximum Obligation:**

	Residential	Enhanced Residential	
	Rehabilitation Services	Rehabilitation Services	Total
Period One Maximum Obligation:	\$ <del>922,647</del> 933,597	\$312,075	\$1,245,672
Period Two Maximum Obligation:		<del>-922,647</del> 933,597	312,075
<del>1,245,672</del>			
Period Three Maximum Obligation:		933,597	312,075
<del>1,245,672</del>			
<b>GRAND TOTAL AGGREGATE</b>			
<b>MAXIMUM OBLIGATION:</b>	<del>\$1,845,294</del> 2,800,791	\$936,225	\$3,737,016

**Basis for Reimbursement:** Negotiated Rate**Payment Method:** Negotiated Rate**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «LC\_NAME»«LC\_DBA»  
 «ADDRESS»  
 «CITYSTATEZIPCODE»  
 «Tax\_ID»

**CONTRACTOR's Insurance Coverages:**

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

~~Workers' Compensation~~ ~~Statutory~~

~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~

~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~  
~~per occurrence~~

~~Sexual Misconduct~~ ~~\$1,000,000 per occurrence~~

«CONTACT\_PERSON»

«CONTACT\_EMAIL»

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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. ~~AA~~ ~~Alcoholics Anonymous~~ ARRA American Recovery and  
Reinvestment Act

~~B. ADL~~ ~~Activities of Daily Living~~

B. AES Advanced Encryption Standard

C. ~~AMHS~~ ~~Adult Mental Health Services~~

~~D. ARRA~~ ~~American Recovery and Reinvestment Act~~

~~E. ASRS~~ Alcohol and Drug Programs Reporting System

D. BCP Business Continuity Plan

~~E.~~ ~~F. BBS~~ ~~Board of Behavioral Sciences~~

~~G. BHS~~ ~~Behavioral Health Services~~

~~H. CAT~~ ~~Centralized Assessment Team~~

~~I. CCC~~ California Civil Code

F. ~~J.~~ ~~CCR~~ California Code of Regulations

G. CD/DVD Compact Disc/Digital Video or Versatile Disc

H. CEO County Executive Office

I. ~~K.~~ ~~CFR~~ Code of Federal Regulations

J. CHHS California Health and Human Services Agency

K. ~~L.~~ ~~CHPP~~ ~~County~~ COUNTY HIPAA Policies and Procedures

1	<del>L.</del>	<del>M.</del>	CHS	<u>Correctional Health Services</u>
2	<del>M.</del>	<del>N.</del>	<del>CSW</del>	<del>Clinical Social Worker</del>
3	<u>CIPA California Information Practices Act</u>			
4	<del>N.</del>	<del>CMPPA</del>	<u>Computer Matching and Privacy Protection Act</u>	
5	<del>O.</del>	<del>COI</del>	<u>Certificate of Insurance</u>	
6	<del>P.</del>	<del>D/MC</del>	<u>Drug/Medi-Cal</u>	
7	<del>P.</del>	<del>DCR</del>	<del>Data Collection and Reporting</del>	
8	<del>Q.</del>	<del>DD</del>	<del>Dual Disorders</del>	
9	<del>R.</del>	<del>DHCS</del>	<u>Department of Health Care Services</u>	
10	<del>R.</del>	<del>DoD</del>	<u>US Department of Defense</u>	
11	<del>S.</del>	<del>DMH</del>	<del>Department of Mental Health</del>	
12	<del>T.</del>	<del>DPFS</del>	<u>Drug Program Fiscal Systems</u>	
13	<del>T.</del>	<del>DRP</del>	<u>Disaster Recovery Plan</u>	
14	<del>U.</del>	<del>DRS</del>	<u>Designated Record Set</u>	
15	<del>V.</del>	<del>DSH</del>	<del>Direct Service Hours</del>	<u>E-Mail Electronic Mail</u>
16	<del>W.</del>	<del>DSM</del>	<del>Diagnostic and Statistical Manual of Mental Disorders</del>	
17	<del>X.</del>	<del>EBP</del>	<del>Evidence-Based Practice</del>	
18	<del>Y.</del>	<del>EHR</del>	<u>Electronic Health Record</u>	<u>Records</u>
19	<del>X.</del>	<del>ePHI</del>	<u>Electronic Protected Health Information</u>	
20	<del>Y.</del>	<del>Z.</del>	<del>FSP</del>	<del>Full Service Partnership</del>
21	<u>FIPS Federal Information Processing Standards</u>			
22	<del>Z.</del>	<del>GAAP</del>	<u>Generally Accepted Accounting Principles</u>	
23	<del>AA.</del>	<del>FTE</del>	<del>Full Time Equivalent</del>	
24	<del>AB.</del>	<del>HCA</del>	<u>Health Care Agency</u>	
25	<del>AB.</del>	<del>HHS</del>	<u>Health and Human Services</u>	
26	<del>AC.</del>	<del>HHS</del>	<del>Health and Human Services</del>	
27	<del>AD.</del>	<del>HIPAA</del>	<u>Health Insurance Portability and Accountability Act of 1996, Public</u>	
28	<u>Law 104-191</u>			
29	<del>AD.</del>	<del>AE.</del>	<del>HSC</del>	<u>California Health and Safety Code</u>
30	<del>AE.</del>	<del>ID</del>	<u>Identification</u>	
31	<del>AF.</del>	<del>AF.</del>	<del>IMD</del>	<del>Institution for Mental Disease</del>
32	<del>AG.</del>	<del>IRIS</del>	<del>Integrated Records</del>	<u>IEA Information System Exchange</u>
33	<u>Agreement</u>			
34	<del>AG.</del>	<del>ISO</del>	<u>Insurance Services Office</u>	
35	<del>AH.</del>	<del>AH.</del>	<del>KET</del>	<del>Key Events Tracking</del>
36	<u>MHP Mental Health Plan</u>			
37	<del>AI.</del>	<del>LCSW</del>	<del>Licensed Clinical Social Worker</del>	

1	<del>AJ.</del>	<del>LPS</del>	<del>Lanternman-Petris Short</del>	
2	<del>NIST</del>	<del>AK.</del>	<del>LPT</del>	<del>Licensed Psychiatric Technician</del>
3	<del>AL.</del>	<del>MFT</del>	<del>Marriage and Family Therapist</del>	
4	<del>AM.</del>	<del>MHP</del>	<del>Mental Health Plan</del>	
5	<del>AN.</del>	<del>MHRC</del>	<del>Mental Health Rehabilitation Centers</del>	
6	<del>AO.</del>	<del>MHS</del>	<del>Mental Health Specialist</del>	
7	<del>AP.</del>	<del>MHSA</del>	<del>Mental Health Services Act</del>	
8	<del>AQ.</del>	<del>MIHS</del>	<del>Medical and Institutional Health Services</del>	
9	<del>AR.</del>	<del>MORS</del>	<del>Milestones of Recovery Scale</del>	
10	<del>AS.</del>	<del>MTP</del>	<del>Master Treatment Plan</del>	
11	<del>AT.</del>	<del>NA</del>	<del>Narcotics Anonymous</del>	
12	<del>AU.</del>	<del>NOA-A</del>	<del>Notice of Action</del>	
13	<del>AV.</del>	<del>NP</del>	<del>Nurse Practitioner</del>	
14	<del>AW.</del>	<del>NPI</del>	<del>National Provider Identifier</del>	<u>Institute of Standards and Technology</u>
15	<del>AJ.</del>	<del>AX.</del>	<del>NPP</del>	<del>Notice of Privacy Practices</del>
16	<del>AY.</del>	<del>OCJS</del>	<del>Orange County Jail System</del>	
17	<del>AK.</del>	<del>AZ.</del>	<del>OCPD</del>	<del>Orange County Probation Department</del>
18	<del>AL.</del>	<del>BA.</del>	<del>OCR</del>	<del>Office for Civil Rights</del>
19	<del>BBAM.</del>	<del>OCSD</del>	<del>Orange County Sheriff's Department</del>	
20	<del>BCAN.</del>	<del>OIG</del>	<del>Office of Inspector General</del>	
21	<del>BD</del>	<del>AQ.</del>	<del>OMB</del>	<del>Office of Management and Budget</del>
22	<del>BE</del>	<del>AP.</del>	<del>OPM</del>	<del>Federal Office of Personnel Management</del>
23	<del>BF.</del>	<del>P&amp;P</del>	<del>Policies and Procedures</del>	
24	<del>BG.</del>	<del>AQ.</del>	<del>PA/PG</del>	<del>Orange County Public Administrator/Public Guardian</del>
25	<del>BH.</del>	<del>PADSS</del>	<del>DSS</del>	<del>Payment Application Data Security Standard</del>
26	<del>AR.</del>	<del>BI.</del>	<del>PAF</del>	<del>Partnership Assessment Form</del>
27	<del>BJ.</del>	<del>PBM</del>	<del>Pharmaceutical Benefits Management</del>	
28	<del>BK.</del>	<del>PC</del>	<del>State of California Penal Code</del>	
29	<del>BLAS.</del>	<del>PCI DSS</del>	<del>Payment Card Industry Data Security Standard</del>	
30	<del>BMAT.</del>	<del>PHI</del>	<del>Protected Health Information</del>	
31	<del>AU.</del>	<del>BNPI</del>	<del>Personal Information</del>	
32	<del>AV.</del>	<del>PII</del>	<del>Personally Identifiable Information</del>	
33	<del>BO</del>	<del>AW.</del>	<del>PRA</del>	<del>Public Record Act</del>
34	<del>AX.</del>	<del>SIR</del>	<del>Self-Insured Retention</del>	
35	<del>AY.</del>	<del>The HITECH Act</del>	<del>The Health Information Technology for Economic and Clinical Health</del>	
36			<del>Act, Public Law 111-005</del>	
37	<del>AZ.</del>	<del>BP.</del>	<del>PSC</del>	<del>Personal Services Coordinator</del>

~~BQ. QIC~~ ~~Quality Improvement Committee~~  
~~BR. RN~~ ~~Registered Nurse~~  
~~BS. SSI~~ ~~Social Security Income~~  
~~BT. UMDAP~~ ~~Universal Method of Determining Ability to Pay~~  
~~BU. USC~~ ~~United States Code~~  
~~BA. BV. WIC~~ ~~State of California Welfare and Institutions Code~~  
~~BW. WRAP~~ ~~Wellness Recovery Action Plan~~  
~~BX. XML~~ ~~Extensible Markup Language~~

## II. ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit A~~ Exhibits A, B, C, D, and E attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

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 ~~writing and~~ 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 ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

~~2. CONTRACTOR~~ ~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform~~



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

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~Subparagraphs A.4., A.5., A.6., and A.7.~~ subparagraphs below.

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

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

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the CONTRACTOR's Compliance Program does not contain all required elements.~~

~~6~~ 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

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

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

~~23.~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

~~34.~~ 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

~~45.~~ 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

~~D. D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.~~

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~

~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

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~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

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

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

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

## **V. CONFIDENTIALITY**

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

B. Prior to providing any services pursuant to this Agreement, all ~~CONTRACTOR~~ 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. ~~The agreement~~ 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.

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## VI. COST REPORT

A. CONTRACTOR shall submit separate 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 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.

1. If CONTRACTOR fails to submit an accurate and complete 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 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 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 Cost Report is delivered to ADMINISTRATOR.

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

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

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



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

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

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

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

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36 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
 37 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. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation. ~~Any attempted assignment or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with~~ 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. ~~For CONTRACTORS which are~~

1. If CONTRACTOR is a nonprofit ~~corporations~~ 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 ~~paragraph~~ subparagraph shall be void.

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

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 ~~CONTRACTOR's directors~~ 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 ~~paragraph~~ subparagraph shall be void.

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

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

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

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

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days 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.



## **VIII. 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.

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## **IX. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to ~~generally accepted accounting principles~~ GAAP.

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

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

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

cost, if any.

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

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

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

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

#### **~~X. EXPENDITURE AND REVENUE REPORT~~**

~~— A. No later than sixty (60) calendar days following termination of each period or fiscal year of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.~~

~~— B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of the Agreement.~~

#### **~~IX. FACILITIES, PAYMENTS AND SERVICES~~**

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

#### **XI. INDEMNIFICATION AND INSURANCE**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,

including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

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D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

#### E. QUALIFIED INSURER

~~1. B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

~~2. C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

#### Coverage

#### Minimum Limits

Commercial General Liability \$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability including coverage \$1,000,000 per occurrence

for owned, non-owned and hired vehicles

Workers' Compensation, ~~Employer's~~ Statutory

Employers' Liability, ~~and~~ Insurance \$1,000,000 per occurrence

Professional Liability Insurance \$1,000,000 per claims made

or per occurrence

Sexual Misconduct Liability \$1,000,000 per occurrence

#### G. 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 Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be excess and non-contributing.

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~~I~~ 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."

~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and~~

1 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

2 ~~—D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~  
 3 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

8 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
 9 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
 10 elected and appointed officials, officers, agents and employees.

11 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days  
 12 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This  
 13 shall be evidenced by policy provisions or an endorsement separate from the COI.

14 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
 15 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

22 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 23 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY  
 24 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
 25 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
 26 remedies.

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

#### 30 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

32 a. Prior to the start date of this Agreement.

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

34 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 35 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

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

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

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

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

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

~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

## **XII. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of 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.

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## **C. AUDIT RESPONSE**



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

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

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

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

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

### 24        **XIII. LICENSES AND LAWS**

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

33        ~~— B. The parties shall comply with all laws, rules or regulations applicable to the services provided~~  
 34 ~~hereunder, as any may now exist or be hereafter amended or changed, except those provisions or~~  
 35 ~~application of those provisions waived by the Secretary of the Department of HHS. These laws,~~  
 36 ~~regulations, and requirements shall include, but not be limited to:~~

37        B — 1. ~~WIC, Divisions 5, 6 and 9.~~

- ~~2. HSC, §§1250 et seq.~~
- ~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~
- ~~4. CCR, Title 9, Title 17, and Title 22.~~
- ~~5. CFR, Title 42 and Title 45.~~
- ~~6. USC Title 42.~~
- ~~7. Federal Social Security Act, Title XVIII and Title XIX.~~
- ~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~
- ~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~
- ~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- ~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~
- ~~12. Policies and procedures set forth in MHP Letters.~~
- ~~13. Policies and procedures set forth in DHCS Letters.~~
- ~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- ~~15. OMB Circulars A-87, A-89, A-110, A-122.~~
- ~~16. OMB Circular A-133.~~
- ~~17. State of California, Department of Social Services, Community Care Licensing Division requirements.~~

#### ~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

3. It is expressly understood that this data will be transmitted to governmental agencies



charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

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

1. ARRA of 2009.
2. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.
3. 42 USC §§ 3601-3619, the Fair Housing Act.
4. U.S. Department of Housing and Urban Development.
5. WIC, Divisions 5, 6 and 9.
6. State of HSC, §§1250 et seq.
7. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
8. CCR, Title 9, Title 17, and Title 22.
9. CFR, Title 42 and Title 45.
10. USC Title 42.
11. Federal Social Security Act, Title XVIII and Title XIX.
12. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
13. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
14. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
15. 31 USC 7501.70, Federal Single Audit Act of 1984.
16. Policies and procedures set forth in Mental Health Services Act.
17. Policies and procedures set forth in DHCS Letters.
18. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
19. OMB Circulars A-87, A-89, A-110, A-122.

#### **XIV. ~~LITERATURE AND ADVERTISEMENTS~~**

##### **. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

## **XV. MAXIMUM OBLIGATION**

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Mental Health Residential Rehabilitation Services during Period One, Period Two, and Period ~~Two~~Three are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of ~~this~~these Aggregate Maximum ~~Obligation~~Obligations.

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## **XVI. NONDISCRIMINATION**

### **A. EMPLOYMENT**

1. During the ~~performance~~term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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. ~~There shall be posted~~

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.

25. 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 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

36. 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 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability 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); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, 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.

~~1.~~ For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

~~a~~1. Denying a client or potential client any service, benefit, or accommodation.

~~b~~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.

~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed

by others receiving any service or benefit.

~~d~~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.

~~e~~5. Assignment of times or places for the provision of services.

**C. COMPLAINT PROCESS** ~~2. Complaint Process~~ – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR, or ~~the~~ COUNTY's Patient's Rights Office. ~~CONTRACTOR's statement shall advise clients of the following:~~

~~a~~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.

~~1)a~~2. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

~~2)b~~3. 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~~4. ~~b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

~~e~~5. 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 ~~with the Patients' Rights Office.~~

~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ 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.

~~D~~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.

~~E~~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.

## **XVII. 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.

~~E. In the event of a death, notification shall be made in accordance with the Notification of Death Paragraph of this Agreement.~~

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## **XVIII. NOTIFICATION OF DEATH**

A. ~~NON-TERMINAL ILLNESS DEATH~~ Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

~~1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served hereunder; 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.~~



~~B. All Notifications~~ ~~2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver or fax, a written Notification of Non-Terminal Illness-Death provided to ADMINISTRATOR.~~

~~3. The telephone report and written Notification of Non-Terminal Illness-Death 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.~~

~~B. TERMINAL ILLNESS DEATH~~

~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered, or postmarked within forty eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder. The Notification of Terminal Illness-Death 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 hereunder 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 Subparagraph A. above this Notification of Death Paragraph.

**XIX. 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.

## **XX. 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, ~~which include, but are not limited to:~~

~~1. California Code of Regulation Title 22, §§70751(e), 71551(e), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).~~

~~2. State of California, Health and Safety Code §123145.~~

~~3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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.

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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.

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

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

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

G. 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.

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

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

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

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

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

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

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

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

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

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

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

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

~~— 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.

#### **XXI. ~~REVENUE~~. 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.

#### **XXII. REVENUE**

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

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

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

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

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#### **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

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

#### **XXIV. SEVERABILITY**

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

#### **XXV. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Agreement.

2. Lobbying any governmental agency or official ~~or making political contributions.~~

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. ~~Supplanting current funding for existing services.~~

~~4. Fundraising.~~

5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

~~76.~~ 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.

~~87.~~ 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](http://www.opm.gov).

~~98.~~ Severance pay for separating employees.

~~109.~~ 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. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~

~~2. Providing inpatient hospital services or purchasing major medical equipment.~~

~~3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

~~4.~~ Funding travel or training (excluding mileage or parking).

~~52.~~ Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

~~63.~~ Payment for grant writing, consultants, certified public accounting, or legal services.

~~74.~~ 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).

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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~~COUNTY's employees and shall not be considered in any manner to be ~~COUNTY~~COUNTY's employees.

## XXVII. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this ~~Master~~Agreement applies. ~~The term of this Master~~This specific Agreement shall commence ~~on~~  
~~July 1, 2012 and~~as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate ~~on June 30, 2014; provided, however, that the specific term for CONTRACTOR shall be~~as specified in the Referenced Contract Provisions of this Agreement; ~~and, unless otherwise sooner terminated as~~ provided ~~further that the parties in this Agreement; provided, however, CONTRACTOR shall continue to be obligated to comply with the requirements and perform the such duties specified in~~as would normally extend beyond this Agreement. ~~Such duties include, term, including but are~~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.~~  
weekend or holiday may be performed on the next regular business day.

## XXVIII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days 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.

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

#### D. CONTINGENT FUNDING

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

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

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

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

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

45. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

client's best interests.

~~5~~6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

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

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

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

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#### **XXIX. THIRD PARTY BENEFICIARY**

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

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

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

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

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4 «UC\_NAME»«UC\_DBA»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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22 HEALTH CARE AGENCY

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25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

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30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

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



EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RESIDENTIAL REHABILITATION ~~SERVICES~~ AND  
~~WITH~~

MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC\_NAME»«UC\_DBA»

JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2017

~~Definitions~~ IDENTIFICATION OF SERVICES

~~—The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement.~~

CONTRACTOR agrees to provide the following Mental Health Rehabilitation Services, hereunder marked with an X, pursuant to the terms and conditions specified in the Agreement for the provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2014 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

PERIOD ONE

PERIOD TWO

PERIOD THREE

Mental Health Residential

Rehabilitation Services as specified in

Exhibit B

«MH\_RRS1»

«MH\_RRS2»

«MH\_RRS3»

Mental Health Enhanced Residential

Rehabilitation Services as specified in

Exhibit C

«MH\_ERRS1»

«MH\_ERRS2»

«MH\_ERRS3»

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»«UC\_DBA»  
JULY 1, 2014 THROUGH JUNE 30, 2017

**I. COMMON TERMS AND DEFINITIONS**

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

~~A~~ 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.

~~B~~ 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.

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

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

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

~~F~~ 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.

~~1~~ 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.

2 b. Promising Practices means that experts believe the practices ~~is~~are likely to be raised to

the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

3 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.

~~G 6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the FSP Programs.~~

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

~~2. 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.~~

~~3. 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.~~

~~4. KET means 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.~~

~~5. PAF means the baseline assessment for each Consumer that must be completed and entered into data collection system within thirty (30) days of the Partnership date.~~

H. 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.

I 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.

~~J. CAT means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to Mental Health Services.~~

~~K.~~ 8. CAT means Centralized Assessment Team and provides 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.

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

~~M.~~ 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.

~~N.~~ 12. 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.

~~O.~~ 13. 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.

14. 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.

~~P~~ 15. 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.

~~Q~~ 16. Engagement means the process by which a trusting relationship between worker and Consumer(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Consumer(s) is the objective of a successful Outreach.

~~R~~ 17. Face-to-Face means an encounter between Consumer and provider where they are both physically present.

~~S~~ 18. FSP

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

- ~~a.~~ 1) Crisis management;
- ~~b.~~ 2) Housing Services;
- ~~c.~~ 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- ~~d.~~ 4) Community-based Wraparound Recovery Services;
- ~~e.~~ 5) Vocational and Educational services;

- ~~f.~~ 6) Job Coaching/Developing;
- ~~g.~~ 7) Consumer employment;
- ~~h.~~ 8) Money management/Representative Payee support;
- ~~i.~~ 9) Flexible Fund account for immediate needs;
- ~~j.~~ 10) Transportation;
- ~~k.~~ 11) Illness education and self-management;
- ~~l.~~ 12) Medication Support;
- ~~m.~~ ~~Dual Diagnosis~~ 13) ~~Co-occurring~~ Services;
- ~~n.~~ 14) Linkage to financial benefits/entitlements;
- ~~o.~~ 15) Family and Peer Support; and
- ~~p.~~ 16) Supportive socialization and meaningful community roles.

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

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

~~—~~ ~~Expenditures that are individualized and appropriate to support Consumer's mental health treatment activities.~~

19. 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.

20. Individual Services and Support Funds ~~—~~ Flexible Funds means funds intended for use to provide Consumers and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous

~~#~~ expenditures that are individualized and appropriate to support Consumer's mental health treatment



activities.

~~W~~ 21. 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.

~~W~~ 22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a ~~LCSW~~ licensed CSW, or a licensed Clinical Psychologist.

~~X~~ 23. 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.

~~Y~~ 24. 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.

~~Z. MFT means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625.~~

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

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

~~AC~~ 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

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

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

~~1~~ a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

~~2~~ //

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

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

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

~~5. DD-Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual Diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.~~

~~6~~      e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

8      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.

9      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.

~~AD. MHSA means~~ 28. 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.

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

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

31. 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."

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

~~—AF. MORS is~~ 32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Consumers to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

~~—AG. NPI means~~ 33. NOA-A means Notice of Action 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.~~

~~—AH. NOA-A means~~ 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.

~~—AI. NPP means~~ 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. 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.

~~AK~~ 36. 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.

~~AK~~ 37. 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~~ Peer Recovery ~~specialist~~ Specialist/Counselor's practice is informed by his/her own experience.

~~AL. PSC means~~ 39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Consumers that qualify for medication benefits.

40. 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.

41. 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.

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

43. 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.

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

45. 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.

46. 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.

~~—AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to Consumers that qualify for medication benefits.~~

~~—AN. 47. 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.~~

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

~~—AP. 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.~~

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

~~—AR. 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.~~

~~—AS. 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.~~

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



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

~~AV~~ 49. 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.

~~AW~~ 50. Recovery ~~is~~ 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:

~~1~~ a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;

~~2~~ b. Home: A stable and safe place to live;

~~3~~ 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

~~4~~ d. Community: Relationships and social networks that provide support, friendship, love, and hope~~;~~

~~AX~~ 51. 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.

~~AY~~ 52. 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.

~~AZ~~ 53. 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.

~~BA~~ 54. Token means the security device which allows an individual user to access the COUNTY's computer based IRIS.

~~BB. UMDAP is~~ 55. 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.



~~BC~~ 56. 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.

~~BD. WRAP is~~ 57. 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.

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

## II. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of ~~\$«RATE»~~ \$15.00 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services are reimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum Obligation for each ~~period~~ Period as set forth in the Referenced Contract Provisions of the Agreement.

~~B. Consumer length of stay at a residential rehabilitation facility shall not exceed eighteen (18) months without prior authorization from ADMINISTRATOR. CONTRACTOR shall complete individual evaluations for each Consumer placed at their facility to determine the appropriate length of stay in the program. If CONTRACTOR's evaluation indicates that a Consumer should remain in the program longer than eighteen months, then concurrence must be obtained from ADMINISTRATOR, in writing, in order for CONTRACTOR to continue to be paid for placement. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Consumer no longer meets criteria and should be discharged from the program; then written notice shall be provided to CONTRACTOR indicating that COUNTY will no longer pay CONTRACTOR and CONTRACTOR's monthly payment will be reduced by the \$«RATE» per day bed rate for Consumers who longer meets criteria. CONTRACTOR will not be required to displace the Consumer, but COUNTY will no longer pay the bed day rate for the bed occupied by the Consumer. All requests to extend a Consumer's length of stay shall be submitted at least thirty (30) prior to the planned discharge date on file.~~ B. In the

event that reimbursement for prior month bed days is deemed unreimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the Agreement, CONTRACTOR shall,

upon written notification by ADMINISTRATOR, submit a reimbursement check to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future monthly invoices should CONTRACTOR not submit the requested reimbursement check.

C. All revenue received on behalf of persons receiving services under the Agreement shall be used by CONTRACTOR for the provision of additional services for Consumers serviced under the Agreement.

D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is required by ADMINISTRATOR. All invoices are due on the tenth (10th) 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 twenty-one (21) days after receipt of the correctly completed invoice.

~~E. ADMINISTRATOR shall have final discretion based on the information provided to determine Consumers' continued placement.~~

~~—C. All revenue received on behalf of persons receiving services under the Agreement shall be used by CONTRACTOR for the provision of additional services for Consumers serviced under the Agreement.~~

~~—D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is required by ADMINISTRATOR. All invoices are due on the tenth (10th) 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 twenty one (21) days after receipt of the correctly completed invoice.~~

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

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

G. Catalog of Federal Domestic Assistance (CFDA) Information

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1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA numbers and associated information for federal funds paid through the Agreement are specified below:

~~CFDA Year: 2012~~

CFDA No.: 93.958

Program Title: SAMHSA

Federal Agency: Department of HHS

Award Name: Substance Abuse and Mental Health Services

2. CONTRACTOR may be required to have an audit conducted in accordance with the OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit ~~A~~<sup>B</sup> to the Agreement.

### **III. REPORTS**

A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days and number of vacant bed days. Report shall be in a form acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the month in which services were rendered.

B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.

C. CONTRACTOR shall cooperate in data collection for performance outcome measures or other data deemed necessary by the Administrator.

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

### **IV. SERVICES**

#### **A. FACILITY REQUIREMENTS**

1. CONTRACTOR shall provide, within a licensed Community Care facility, ~~1.~~  
~~CONTRACTOR shall provide, within a licensed Community Care facility,~~  
~~«NUMBER\_OF\_BEDS»«NUMBER OF BEDS B»~~ beds dedicated only for the care of those Consumers referred by COUNTY. Such beds shall be located at the following address(es), or any other licensed Community Care facility(ies) approved in writing by ADMINISTRATOR.

~~Such beds shall be located at the following address(es), or any other licensed Community Care facility(ies) approved in writing by ADMINISTRATOR.~~

~~«TREATMENT\_ADDR\_1»~~

~~«TREATMENT\_ADDR\_2»~~

~~«TREATMENT\_CSZ\_1»~~

~~«TREATMENT\_CSZ\_2»~~

//

«TREATMENT\_ADDR\_B1»«TREATMENT\_ADDR\_B2»«TREATMENT\_CSZ\_B1»«TREATMENT\_CSZ\_B2»

2. CONTRACTOR's facility shall include the following:

- a. Private or semi-private bedrooms for each Consumer;
- b. Kitchen area including refrigerator, stove, and sink;
- c. Dining area; and
- d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors.

3. CONTRACTOR's facility should be located where it is readily accessible by public transportation.

#### B. LENGTH OF STAY

1. Consumer length of stay at a residential rehabilitation facility shall not exceed eighteen (18) months without prior authorization from ADMINISTRATOR. CONTRACTOR shall complete individual evaluations for each Consumer placed at their facility to determine the appropriate length of stay in the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must have prior approval from ADMINISTRATOR. Upon ~~admission~~ Admission, Consumers shall be required to sign an agreement acknowledging their understanding that the length of stay in the program is limited to eighteen (18) months, unless ~~other~~ otherwise approved by ADMINISTRATOR.

~~2. Provision for payments are in accordance with the guidelines outlined in Subparagraph H.B. of this Exhibit A of the Agreement.~~

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2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Consumer no longer meets eligibility criteria and should be discharged from the program, then written notice shall be provided to CONTRACTOR from ADMINISTRATOR indicating that the Consumer no longer meets eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to displace the Consumer, but COUNTY shall not reimburse CONTRACTOR for a Consumer that no longer meets eligibility criteria. All requests to extend a Consumer's length of stay shall be submitted to ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final discretion based on the information provided to determine Consumers' continued placement.

3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all Admissions shall result from referrals from COUNTY. The discharge policy shall include eligibility for the Consumer's continued participation in the program which shall be evaluated by CONTRACTOR and the assigned Care Coordinator. Each Consumer's discharge plan will detail the Consumer's anticipated length of stay in the facility and any modifications to a Consumer's continued stay in the facility will

1 require authorization from COUNTY.

2 4. CONTRACTOR shall begin discharge planning upon Consumer Admission to the program.

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5 5. CONTRACTOR and COUNTY shall communicate and coordinate any action which  
6 impacts a Consumer's continued eligibility for program services and which might otherwise result in  
7 discharge from the program.

8 6. In the event a Consumer becomes hospitalized, for either psychiatric or physical reasons, or  
9 becomes Absent Without Leave (AWOL), and it is believed that the Consumer will return to the  
10 program within seven (7) calendar days and continue to benefit from services, then CONTRACTOR  
11 shall hold that bed for the Consumer and continue to be paid the bed day rate identified in the Payments  
12 Paragraph of this Exhibit to the Agreement. The determination for a bed hold shall be on an individual  
13 basis and in collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar  
14 days shall require written approval, in advance, by ADMINISTRATOR.

#### 15 C. SERVICES

16 1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per  
17 week with an emphasis on Consumer-centered rehabilitative Mental Health Services.  
18 ADMINISTRATOR will develop the ~~Master-Treatment Plans~~ Plan which include goals identified by the  
19 Consumers and the steps the Consumers need to take in order to reach those goals. CONTRACTOR  
20 shall assist Consumers to move along the housing continuum. Consumer length of stay should not  
21 exceed eighteen (18) months. CONTRACTOR's services shall include, but not be limited to, the  
22 following:

23 a. All basic services required of a Community Care facility licensed by the State  
24 Department of Social Services as set forth in Title 22 of the CCR, including twenty-four (24) hour  
25 supervision of Consumers, as applicable.

26 b. Behavior management services and social skills training to improve Consumers'  
27 interpersonal relationships.

28 c. Independent living skills training daily to facilitate the Consumers' transition to a more  
29 independent living arrangement including, but not limited to, training in use of public transportation,  
30 grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing  
31 money, use of community resources and management of leisure time.

32 d. Vocational and pre-vocational activities that will help Consumers develop self-  
33 confidence and work related skills in order to increase Consumers' chances of obtaining paid  
34 employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary  
35 employment, participation in an employment skills training program, volunteer work, and full or part-  
36 time employment.

37 e. A daily physical activity or exercise program designed to enhance the physical

1 well-being of Consumers.

2 f. Enhance Consumers' use of community resources by providing both individual and  
3 small group recreational outings at a minimum of once per week.

4 g. Establishing positive working relationships with Consumers, their families, friends, and  
5 Care Coordinators to plan and implement Consumer driven goals.

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7 h. Transportation of Consumers to essential appointments.

8 i. Assisting and teaching ADL activities to Consumers that may include, but not be  
9 limited to, eating appropriately, bathing, changing clothing, and wearing clothing appropriate to the  
10 weather, so they may employ these activities independently without assistance.

11 2. CONTRACTOR shall provide Medication Support Services which shall include, but not be  
12 limited to, the following:

13 a. Encouraging Consumers to take their medication ~~and helping Consumers recognize the~~  
14 ~~side effects of these medications~~, including assisting them in understanding directions for their use,  
15 dosages, recognizing the side effects, and discussing medication issues with their prescribing physician.

16 b. Determining the specific signs of decompensation for each of the Consumers and  
17 implementing appropriate corrective action, including assisting Consumers to recognize their own  
18 negative signs and symptoms and the proper steps to take.

19 c. Monitoring and encouraging Consumer medication compliance and working  
20 cooperatively and effectively with the Consumers' prescribing physician.

21 d. Providing staff training in effects and side effects of psychotropic medications,  
22 psychiatric diagnoses, and responding to psychiatric emergencies.

23 3. CONTRACTOR shall teach each Consumer the skills to manage psychiatric behaviors that  
24 interfere with their ability to remain in the community. CONTRACTOR shall document Consumer  
25 progress in the ~~Master Treatment Plan~~ MTB and provide special recognition for Consumers functioning  
26 at advanced levels. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards  
27 for targeted behaviors and shall provide tobacco cessation programs as available through COUNTY or  
28 other sources.

29 4. CONTRACTOR shall, within three (3) days of a request by COUNTY, submit to  
30 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for  
31 Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR  
32 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.  
33 CONTRACTOR shall be required to provide up to twenty percent (20%) of its total bed capacity for  
34 Consumers with such Restricted Medical Conditions.

35 5. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains  
36 to the following:

37 a. Maintaining Consumer records, including documentation of Tuberculosis clearance.



- b. Providing secure storage of Consumers' valuables, including medications.
- 1) Medication shall be kept in a safe and locked place that is not accessible to persons other than employees responsible for the supervision of centrally stored medications.
  - 2) Each Consumer's medication shall be stored in its originally received container. No medications shall be transferred between containers.
- c. Maintaining a record of daily occupancy.
- d. Protecting Consumers' rights to privacy and confidentiality.
- e. Providing basic life support and other services, including ~~Food Service~~ nutritional foods and ~~Support Services~~ support services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for emergency and non-emergency medical services.
6. CONTRACTOR shall maintain and ensure that Consumers are made aware of house rules, Consumer rights, and policies regarding Consumer fees.

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7. CONTRACTOR shall assist the Consumers in establishing and maintaining a Consumer oriented facility council in accordance with CCR, Title 22, Division 6. The Consumer-run council provides opportunity for Consumer input into the operations of the facility including, but not limited to, activities, house rules, and resolution of disputes/disagreements.

~~D. 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 the 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.~~

E. PERFORMANCE OUTCOMES – CONTRACTOR will enable Consumers to adaptively function at a higher and more appropriate level of independence.

~~PERFORMANCE OUTCOMES – CONTRACTOR will enable Consumers to adaptively function at a higher and more appropriate level of independence.~~

1. Eighty percent (80%) of Consumers residing in residential rehabilitation supportive housing will remain out of psychiatric hospitals or long term care facilities for a minimum of six (6) months.

2. Sixty percent (60%) of discharging Consumers will be discharged to a lower level of care.

E. 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include the following information: number of Consumers placed, date of placement for each Consumer, number of hospitalizations for each Consumer, number of discharges to a lower level of care for each Consumer, and length of stay in the program for each Consumer.

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

#### **IV. ~~V.~~ STAFFING**

CONTRACTOR shall provide staffing patterns and policies that accommodate the following requirements:

A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.C. of this Exhibit ~~AB~~ to the Agreement, including staffing requirements for supportive services provided directly by the program.

B. If applicable, provisions for twenty-four (24)-hour on-site management of the facility, including night supervision in accordance with the CCR, Title 22, Division 6.

C. A written Code of Conduct for employees, volunteers, interns and Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Consumer relationships; prohibition of sexual conduct with Consumers; and conflict of interest. A copy of the Code of Conduct shall be provided to each Consumer upon Admission and shall be posted in writing in a prominent place in the treatment facility.

D. Documentation of employment qualifications and job descriptions which include duties and responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff position.

~~E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of increasing familiarity with COUNTY guidelines and providing more effective services.~~

~~F. A written policy for the use of volunteers and part-time student interns which may augment paid staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health care or mental health discipline or a related field.~~

~~G. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the persons who provide services under the Agreement. This list shall state the name, title, professional degree, license number (if applicable) and job description.~~

~~H. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.~~

~~A written policy for the use of volunteers and part time student interns which may augment paid staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health care or mental health discipline or a related field.~~

~~F. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the persons who provide services under the Agreement. This list shall state the name, title, professional degree, license number (if applicable) and job description.~~

~~G. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.~~

CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»«UC\_DBA»  
JULY 1, 2014 THROUGH JUNE 30, 2017

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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 Centralized Assessment Team and provides 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 Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who experiences chronic 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. 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.

13. 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

1 understanding of Consumers' needs and desires towards furthering their Recovery. This individual will  
 2 provide feedback to the program and work collaboratively with the employment specialist, education  
 3 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these  
 4 areas. This position will be responsible for attending all data and outcome related meetings and ensuring  
 5 that program is being proactive in all data collection requirements and changes at the local and state  
 6 level.

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

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

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

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

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

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

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

### 31 18. FSP

32 a. FSP means Full Service Partnership and refers to a type of program described by the  
 33 State in the requirements for the COUNTY plan for use of MHSA funds and which includes Consumers  
 34 being a full partner in the development and implementation of their treatment plan. A FSP is an  
 35 evidence-based and strength-based model, with the focus on the individual rather than the disease.  
 36 Multi-disciplinary teams will be established including the Consumer, Psychiatrist, and PSC. Whenever  
 37 possible, these multi-disciplinary teams will include a mental health nurse, marriage and family



therapist, clinical social worker, peer specialist, and family members. The ideal Consumer to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

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

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

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

19. 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

1 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
 2 individual is also responsible for assisting Consumers with applications to low income housing, housing  
 3 subsidies, senior housing, etc.

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

10 21. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and  
 11 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
 12 services.

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

28. 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.

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

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

31. 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."

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

33. 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.

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. 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.

36. 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.

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

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

40. 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.

41. 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.

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

43. 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.

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

45. 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.

46. 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.

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

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

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

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

55. 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.

56. 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.

57. 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 C to the Agreement.

## II. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$45.00 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to CONTRACTOR and other providers of Mental Health Enhanced Residential Rehabilitation Services are reimbursable in accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement.

B. In the event that reimbursement for prior month bed days is deemed unreimbursable in accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement, CONTRACTOR shall, upon written notification by ADMINISTRATOR, submit a reimbursement check to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future monthly invoices should CONTRACTOR not submit the requested reimbursement check.

C. All revenue received on behalf of persons receiving services under the Agreement shall be used by CONTRACTOR for the provision of additional services for Consumers serviced under the Agreement.

D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is required by ADMINISTRATOR. All invoices are due on the tenth (10th) 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 twenty-one (21) days after receipt of the correctly completed invoice.

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

F. CONTRACTOR may not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement.

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

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### III. REPORTS

A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days and number of vacant bed days. ~~Report~~ The report shall be in a form acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the month in which services were rendered.

~~B.~~ B. CONTRACTOR shall submit a monthly program report, no later than twenty (20) days following the month in which services were rendered, to ADMINISTRATOR which shall report the number and names of groups provided and the attendance of each of the groups.

C. CONTRACTOR shall submit to ADMINISTRATOR a calendar of events occurring at the program for the upcoming month no later than seven (7) days prior to the beginning of that month.

D. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.

~~E.~~ E. CONTRACTOR shall cooperate in data collection for performance outcome measures or other data deemed necessary by the ~~Administrator~~ ADMINISTRATOR.

~~F.~~ F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit ~~AC~~ to the Agreement.

### VI. RESPONSIBILITIES

~~A. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of increasing familiarity with COUNTY guidelines and providing more effective services.~~

~~B. 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 THE AGREEMENT.~~

### IV. SERVICES

#### A. FACILITY REQUIREMENTS

1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER OF BEDS C» beds dedicated to Consumers referred by ADMINISTRATOR and enrolled in the Mental Health Enhanced Recovery FSP approved by COUNTY. Such beds shall be located at the following address or any other licensed Community Care facility approved in writing by ADMINISTRATOR.

«TREATMENT\_ADDR C»

«TREATMENT\_CSZ C»

2. CONTRACTOR's facility shall include the following:

a. Private or semi-private bedrooms for each Consumer

b. Kitchen area including refrigerator, stove, and sink

c. Dining area

d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors.

e. An outdoor, Consumer recreation area.

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3. CONTRACTOR's facility should be located where it is readily accessible by public transportation.

B. PERSONS TO BE SERVED – Adults ages 18-59 who have a serious and persistent mental illness and/or co-occurring disorder, and who may be on or Lanterman-Petris Short conservatorship and are currently in or being discharged from an Institution for Mental Disease, psychiatric hospital, or Long Term Care facility. . These are individuals who have a history of failed placements due to their illness and may need additional individualized support to remain in the community.

### C. LENGTH OF STAY

1. Consumer length of stay at a residential rehabilitation facility shall not exceed eighteen (18) months without prior written authorization from ADMINISTRATOR. CONTRACTOR shall complete individual evaluations for each Consumer placed at their facility and collaborate with the Clinical Administrator and PSCs from the Enhanced Recovery FSP to determine the appropriate length of stay in the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must have prior written approval from ADMINISTRATOR. Upon admission, Consumers shall be required to sign an agreement acknowledging their understanding that the length of stay in the program is limited to eighteen (18) months, unless otherwise approved by ADMINISTRATOR.

2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the Consumer no longer meets eligibility criteria and should be discharged from the program, then written notice shall be provided to CONTRACTOR from ADMINISTRATOR indicating that the Consumer no longer meets eligibility criteria and should be discharged from the program. CONTRACTOR will not be required to displace the Consumer, but COUNTY shall not reimburse CONTRACTOR for a Consumer that no longer meets eligibility criteria. All requests to extend a Consumer's length of stay shall be submitted to ADMINISTRATOR prior to the planned discharge date on file. ADMINISTRATOR shall have final discretion based on the information provided to determine Consumers' continued placement.

3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all Admissions shall result from referrals from ADMINISTRATOR. The discharge policy shall include eligibility for the Consumer's continued participation in the program which shall be evaluated by CONTRACTOR and the assigned PSC or Care Coordinator. Each Consumer's discharge plan will detail the Consumer's anticipated length of stay in the facility and any modifications to a Consumer's continued stay in the facility will require authorization from ADMINISTRATOR.

4. CONTRACTOR shall begin discharge planning upon Consumer Admission to the program.

5. In the event a Consumer becomes hospitalized, for either psychiatric or physical reasons, or becomes Absent Without Leave (AWOL), and it is believed that the Consumer will return to the program within seven (7) calendar days and continue to benefit from services, then CONTRACTOR shall hold that bed for the Consumer and continue to be paid the bed day rate identified in the Payments Paragraph of this Exhibit to the Agreement. The determination for a bed hold shall be on an individual basis and in collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar days shall require written approval, in advance, by ADMINISTRATOR.

6. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action which impacts a Consumer's continued eligibility for program services and which might otherwise result in discharge from the program.

#### D. SERVICES

1. CONTRACTOR shall provide an Enhanced Residential Rehabilitation Program seven (7) days per week. CONTRACTOR shall begin discharge planning in collaboration with Enhanced Recovery FSP staff, upon Consumer Admission to program. CONTRACTOR shall participate in the development and implementation of the Consumers' Treatment Plan and shall collaborate with the Enhanced Recovery FSP staff. CONTRACTOR's services shall include, but not be limited to, the following:

a. All basic services required of a Community Care facility licensed by the State Department of Social Services as set forth in Title 22 of CCR, including twenty-four (24) hour supervision of Consumers, as applicable.

b. A supportive home environment with an emphasis on Consumer-centered recovery and shall include Consumer involvement in the planning and preparation of activities.

c. CONTRACTOR, in collaboration with FSP staff, shall develop tailored interventions in regards to behaviors which may have affected previous placement so that Consumer may be successful in the community.

d. Daytime, evening, and weekend activities which may require staff to work with the Consumer more exclusively and shall include, but not be limited to:

1) Daily community meetings which shall include Consumers and staff for the purposes of discussing and facilitating Consumer participation in daily activities; facilitating Consumer involvement and feedback related to the program milieu and developing meaningful relationships between staff and Consumers.

2) Daily independent living skills training to facilitate the Consumers' transition to a more independent living arrangement including, but not limited to, training in use of public transportation, grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing money, meal preparation, use of community resources and management of leisure time.

3) Vocational and pre-vocational activities that will help Consumers develop

self-confidence and work related skills in order to increase Consumers' chances of obtaining paid employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary employment, volunteer work, and full-time employment. These activities may be in collaboration with the Enhanced Recovery FSP and/or ADMINISTRATOR.

4) A daily physical activity or exercise program designed to enhance the physical well-being of Consumers.

5) Enhance Consumers' use of community resources by providing both individual and small group recreational outings.

d. Transportation of Consumers to essential appointments.

2. CONTRACTOR shall collaborate with the Enhanced Recovery FSP in developing group and activity calendars so that both the CONTRACTOR and the Enhanced Recovery FSP provide groups and activities in areas that reinforce and support the services being provided at both locations.

3. CONTRACTOR shall provide Medication Support Services which shall include, but not be limited to, the following:

a. Encouraging Consumers to take their medication and helping Consumers recognize the side effects of these medications.

b. Teaching Consumers skills to manage psychiatric behaviors that interfere with their ability to remain in the community.

c. Determining the specific signs of decompensation for each of the Consumers and implementing appropriate corrective action.

d. Monitoring and encouraging Consumer medication compliance and working cooperatively and effectively with the Consumers' prescribing physician.

e. Providing staff training in the effects and side effects of psychotropic medications.

#### 4. TOKEN PROGRAM

a. CONTRACTOR shall use a basic token economy program that identifies and rewards targeted behaviors and skills as appropriate for each Consumer.

b. CONTRACTOR shall document Consumer progress in the MTP and provide special recognition for Consumers functioning at advanced levels.

c. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted behaviors.

#### 5. HOUSING SUPPORT

a. CONTRACTOR shall work in conjunction with the Enhanced Recovery FSP, the Consumers, and the COUNTY to support the Consumers' milestones, goals, and movement along the housing continuum.

6. CONTRACTOR shall, within three (3) days of a request by ADMINISTRATOR, submit to Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR

1 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.  
 2 CONTRACTOR shall be required to provide up to ten percent (10%) of its total bed capacity for  
 3 Consumers with such Restricted Medical Conditions.

4 7. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains  
 5 to the following:

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7 a. Maintaining Consumer records, including documentation of Tuberculosis clearance.

8 b. Providing secure storage of Consumers' valuables, including medications.

9 1) Medication shall be kept in a safe and locked place that is not accessible to persons  
 10 other than employees responsible for the supervision of centrally stored medications.

11 2) Each Consumer's medication shall be stored in its originally received container. No  
 12 medications shall be transferred between containers.

13 c. Maintaining a record of daily occupancy.

14 d. Protecting Consumers' rights to privacy and confidentiality.

15 e. Providing basic life support and other services, including nutritional foods and support  
 16 services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for  
 17 emergency and non-emergency medical services.

18 8. CONTRACTOR shall maintain and ensure that Consumers are made aware of house rules,  
 19 Consumer rights, and policies regarding Consumer fees.

20 9. CONTRACTOR shall assist the Consumers in establishing and maintaining a Consumer  
 21 oriented facility council in accordance with CCR, Title 22, Division 6. The Consumer-run council  
 22 provides opportunity for Consumer input into the operations of the facility including, but not limited to,  
 23 activities, house rules, and resolution of disputes/disagreements.

24 10. CONTRACTOR shall establish an Admission policy which shall state that all Admissions  
 25 shall result from referrals from ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR shall  
 26 communicate and coordinate any action which impacts a Consumer's continued eligibility for program  
 27 services and which might otherwise result in discharge from the program. CONTRACTOR shall  
 28 contribute as part of the Consumers' treatment team and participate in Admission and discharge  
 29 planning activities.

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

35 **C.E. PERFORMANCE OUTCOMES** – CONTRACTOR's services shall enable Consumers to  
 36 adaptively function at a higher and more appropriate level of independence.

37 1. Fifty percent (50%) of Consumers placed in CONTRACTOR's Enhanced Residential



Rehabilitation Program will remain out of the hospitals or long-term care facilities for a minimum of six (6) months.

2. Fifty percent (50%) of Consumers placed in CONTRACTOR's Enhanced Residential Rehabilitation Program will be able to move to a lower level of care within eighteen (18) months.

3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include the following information: number of Consumers placed, date of placement for each Consumer, number of hospitalizations for each Consumer, number of discharges to a lower level of care for each Consumer, and length of stay in the program for each Consumer.

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

## V. STAFFING

CONTRACTOR shall provide staffing patterns and policies that accommodate the following requirements:

A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.D. of this Exhibit C to the Agreement, including staffing requirements for supportive services provided directly by the program.

B. If applicable, provisions for twenty four (24) hour on-site management of the facility, including night supervision in accordance with CCR, Title 22, Division 6.

C. CONTRACTOR shall ensure that there is adequate staffing for evening activities.

D. CONTRACTOR shall ensure that during normal operating hours, groups shall be made available to all Consumers at the facility.

E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of increasing familiarity with COUNTY guidelines and providing more effective services.

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

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

1 H. Documentation of employment qualifications and job descriptions which include duties and  
2 responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff  
3 position.

4 I. A written policy for the use of volunteers and part-time student interns which may augment paid  
5 staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health  
6 care or mental health discipline or a related field.

7 J. CONTRACTOR shall provide ADMINISTRATOR with a detailed list of the persons who  
8 provide services under the Agreement within thirty (30) days of commencement of this Agreement.  
9 This list shall state the name, title, professional degree, license number (if applicable) and job  
10 description.

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

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**EXHIBIT D****TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RESIDENTIAL REHABILITATION AND  
MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES****BETWEEN****COUNTY OF ORANGE****AND****«UC\_NAME»«UC\_DBA»****JULY 1, 2014 THROUGH JUNE 30, 2017****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 Exhibits 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 a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended.

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

## B. DEFINITIONS

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

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

### a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D. SECURITY RULE

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

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

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

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

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

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

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this subparagraph 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 algorithm  
14 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"  
15 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's  
16 locations.

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

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

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

37 //

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

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

### 3. Audit Controls

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

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

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

### 4. Business Continuity/Disaster Recovery Control

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

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

### 5. Paper Document Controls

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

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

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

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

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

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

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

#### F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

#### H. PROHIBITED USES AND DISCLOSURES

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

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

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

### 3 I. OBLIGATIONS OF COUNTY

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

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

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

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

### 15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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**EXHIBIT E**  
**TO AGREEMENT FOR PROVISION OF**  
**MENTAL HEALTH RESIDENTIAL REHABILITATION AND**  
**MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**«UC\_NAME»«UC\_DBA»**  
**JULY 1, 2014 THROUGH JUNE 30, 2017**

**I. PERSONAL INFORMATION AND SECURITY CONTRACT**

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

**A. DEFINITIONS**

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

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

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

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

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

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

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

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

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

and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

## B. TERMS OF AGREEMENT

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

### 2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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