

1    ~~AGREEMENT~~ CONTRACT FOR PROVISION OF  
2    MENTAL HEALTH PEER SUPPORT AND  
3    WELLNESS CENTER SERVICES ~~=CENTRAL REGION~~  
4    BETWEEN  
5    COUNTY OF ORANGE  
6    AND  
7    COLLEGE COMMUNITY SERVICES  
8    JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

10            THIS ~~AGREEMENT~~ CONTRACT entered into this 1st day of July ~~2017 (effective date)~~, 2020, is by  
11 and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and  
12 ~~COLLEGE COMMUNITY SERVICES~~ College Community Services, a California ~~non-profit~~ nonprofit  
13 mutual benefit corporation (CONTRACTOR). ~~-~~ COUNTY and CONTRACTOR may sometimes be  
14 referred to herein individually as “Party” or collectively as “Parties.” This ~~Agreement~~ Contract shall be  
15 administered by the ~~County~~ Director of ~~Orange~~ the COUNTY’s Health Care Agency ~~(or an authorized~~  
16 designee (“ADMINISTRATOR”).

17    **W I T N E S S E T H :**

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20            WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
21  
22 Mental Health Peer Support and Wellness Center Services ~~=Central-Region~~ as described herein to the  
23 residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2017~~2020 through June 30, ~~2020~~2023

Period One ~~means the period from:~~ July 1, ~~2017~~2020 through June 30, ~~2018~~2021

Period Two ~~means the period from:~~ July 1, ~~2018~~2021 through June 30, ~~2019~~2022

Period Three ~~means the period from July 1, 2019:~~ July 1, 2022 through June 30, ~~2020~~2023

**Maximum Obligation:** \_\_\_\_\_

\_\_\_\_\_ Period One ~~Maximum Obligation:~~ \_\_\_\_\_ ~~\$1,399,571~~ Amount Not to Exceed: \$ 1,435,265

\_\_\_\_\_ Period Two ~~Maximum Obligation:~~ \_\_\_\_\_ ~~1,399,571~~ Amount Not to Exceed: \$ 1,435,265

\_\_\_\_\_ Period Three ~~Maximum Obligation:~~ \_\_\_\_\_ ~~1,399,571~~ Amount Not to Exceed: \$ 1,435,265

\_\_\_\_\_ TOTAL AMOUNT NOT TO EXCEED: \$ \_\_\_\_\_ ~~MAXIMUM OBLIGATION:~~ ~~\$4,198,713~~ 305,795

**Basis for Reimbursement:** Actual Cost

**Payment Method:** -Monthly in Arrears

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

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

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: College Community Services  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
Contact Name: ~~Krista Zappia, Interim~~ Gail Laporte, California State Director

Contact Email: [krista.zappia@pathways.com](mailto:krista.zappia@pathways.com)

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## I. ACRONYMS

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

~~A.~~ A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment

B. AIDS Acquired Immune Deficiency Syndrome

C. ARRA American Recovery and Reinvestment Act of 2009

D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria

E. ASI Addiction Severity Index

F. ASRS Alcohol and Drug Programs Reporting System

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

~~C.~~ H. CalOMS California Outcomes Measurement System

I. CalWORKs California Work Opportunity and Responsibility for Kids

J. CAP Corrective Action Plan

K. CCC California Civil Code

L. ~~D.~~ CCR California Code of Regulations

M. CESI Client Evaluation of Self at Intake

N. CEST Client Evaluation of Self and Treatment

O. CFDA Catalog of Federal Domestic Assistance

P. ~~E.~~ ~~CEO~~ ~~County Executive Office~~

~~F.~~ CFR Code of Federal Regulations

~~G.~~ CHPP COUNTY HIPAA Policies and Procedures

R. CHS Correctional Health Services

S. ~~H.~~ COI Certificate of Insurance

T. CPA Certified Public Accountant

U. ~~I.~~ ~~CRS~~ ~~Crisis Residential Services~~

~~J.~~ CSW Clinical Social Worker

V. ~~K.~~ ~~DD~~ ~~Dual Diagnosis~~

~~L.~~ ~~D/MC~~ ~~Drug/Medi-Cal~~

~~M.~~ DHCS California Department of Health Care Services

W. D/MC Drug/Medi-Cal

X. DPFS Drug Program Fiscal Systems

Y. ~~N.~~ DRS Designated Record Set

Z. EEOC Equal Employment Opportunity Commission

AA. EHR Electronic Health Records

AB. EOC Equal Opportunity Clause

AC. ~~O.~~ ~~DSH~~ ~~Direct Service Hour~~

~~P.~~ ePHI Electronic Protected Health Information

1	<del>Q.</del> <u>AD.</u> EPSDT	Early <u>and</u> Periodic Screening, Diagnosis, and Treatment
2	<u>AF.</u> FFS	Fee For Service
3	<u>AG.</u> <del>R.</del> FSP/ <del>W.</del>	Full Service Partnership/ <del>Wraparound</del>
4	<u>AH.</u> FTE	Full Time Equivalent
5	<u>AI.</u> <del>S.</del> GAAP	Generally Accepted Accounting Principles
6	<u>AJ.</u> <del>T.</del> HCA	<u>County of Orange Health Care Agency</u>
7	<u>AK.</u> <del>U.</del> HHS	<u>Federal Health and Human Services Agency</u>
8	<del>AL.</del> HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	<del>W.</del> <u>AM.</u> HITECH	<u>Health Information Technology for Economic and Clinical</u>
11		<u>Health Act, Public Law 111-005</u>
12	<u>AN.</u> HIV	Human Immunodeficiency Virus
13	<u>AO.</u> HSC	California Health and Safety Code
14	<del>XAP.</del> IRIS	Integrated Records and Information System
15	<u>AQ.</u> ITC	<u>Indigent Trauma Care</u>
16	<del>AR.</del> <del>Y.</del> <del>ISO</del>	<del>Insurance Services Office</del>
17	<del>Z.</del> LCSW	Licensed Clinical Social Worker
18	<u>AS.</u> MAT	Medication Assisted Treatment
19	<u>AT.</u> <del>AA.</del> <del>LPT</del>	<del>Licensed Psychiatric Technician</del>
20	<del>AB.</del> <del>LVN</del>	<del>Licensed Vocational Nurse</del>
21	<del>AC.</del> MFT	Marriage and Family Therapist
22	<u>AU.</u> MH	<u>Mental Health</u>
23	<u>AV.</u> <del>AD.</del> MHP	Mental Health Plan
24	<del>AE.</del> <u>AW.</u> MHS	<u>Mental Health Specialist</u>
25	<u>AX.</u> MHSA	Mental Health Services Act
26	<u>AZ.</u> MSN <del>AF.</del> <del>MHS</del>	Medical <del>and Institutional Health Services</del> <u>Safety Net</u>
27	<u>BA.</u> NIH	<u>National Institutes of Health</u>
28	<u>BB.</u> <del>AG.</del> <del>NOA A</del>	<del>Notice of Action</del>
29	<del>AH.</del> NPI	National Provider Identifier
30	<u>BC.</u> NPPES	<u>National Plan and Provider Enumeration System</u>
31	<u>BD.</u> OCR	<u>Federal Office for Civil Rights</u>
32	<u>BE.</u> <del>AI.</del> <del>NPP</del>	<del>Notice of Privacy Practices</del>
33	<del>AJ.</del> OIG	<u>Federal Office of Inspector General</u>
34	<u>BF.</u> <del>AK.</del> OMB	<u>Federal Office of Management and Budget</u>
35	<del>ALBG.</del> OPM	Federal Office of Personnel Management
36	<u>BH.</u> P&P	<u>Policy and Procedure</u>
37	<u>BI.</u> PA DSS	<u>Payment Application Data Security Standard</u>

1	<u>BJ. PATH</u>	<u>Projects for Assistance in Transition from Homelessness</u>
2	<del>BK. <u>AM.</u> PC</del>	<del>State of California Penal Code</del>
3	<u>BL. PCI DSS</u>	<u>Payment Card Industry Data Security Standards</u>
4	<u>BM. PCS</u>	<u>Post-Release Community Supervision</u>
5	<del>BN. <u>AN.</u> PHI</del>	<del>Protected Health Information</del>
6	<del>BO. <u>AO.</u> PII</del>	<del>Personally Identifiable Information</del>
7	<del>APBP. PRA</del>	<del>California Public <del>Reecord</del>Records Act</del>
8	<u>BQ. PSC</u>	<u>Professional Services Contract System</u>
9	<u>BR. SAPTBG</u>	<u>Substance Abuse Prevention and Treatment Block Grant</u>
10	<del>BS. <u>AQ.</u> QIC</del>	<del>Quality Improvement Committee</del>
11	<del>AR. SIR</del>	<del>Self-Insured Retention</del>
12	<u>BT. SMA</u>	<u>Statewide Maximum Allowable (rate)</u>
13	<u>BU. SOW</u>	<u>Scope of Work</u>
14	<u>BV. SUD</u>	<u>Substance Use Disorder</u>
15	<u>BW. UMDAP</u>	<u>Uniform Method of Determining Ability to Pay</u>
16	<u>BX. UOS</u>	<u>Units of Service</u>
17	<del>BY. <u>AS.</u> SSA</del>	<del>Social Services Agency</del>
18	<del>AT. TAY</del>	<del>Transitional Age Youth</del>
19	<del>AU. TBS</del>	<del>Therapeutic Behavioral Services</del>
20	<del>AV. USC</del>	<del>United States Code</del>
21	<del>AW. <u>BZ.</u> WIC</del>	<del>State of California Welfare Women, Infants and Institutions Code Children</del>
22	<del>AX. WOC</del>	<del>Wraparound Orange County</del>

## II. ALTERATION OF TERMS

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

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

## III. ~~Assignment of Debts~~ ASSIGNMENT OF DEBTS

Unless this ~~Agreement~~Contract is followed without interruption by another ~~Agreement~~Contract between the ~~parties~~Parties hereto for the same services and substantially the same scope, at the termination of this ~~Agreement~~Contract, CONTRACTOR shall assign to COUNTY any debts owing to



1 CONTRACTOR by or on behalf of persons receiving services pursuant to this ~~Agreement~~Contract.  
 2 CONTRACTOR shall immediately notify by mail each of ~~these persons~~the respective Parties, specifying  
 3 the date of assignment, the County of Orange as assignee, and the address to which payments are to be  
 4 sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately  
 5 given to COUNTY.

#### 7 IV. COMPLIANCE

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

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

14 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of~~  
 15 ~~Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ compliance program,  
 16 code of conduct and any compliance related policies and procedures. CONTRACTOR's ~~Compliance~~  
 17 ~~Program and Code of Conduct have been~~ compliance program, code of conduct and any related policies  
 18 and procedures shall be verified to by ADMINISTRATOR's Compliance Department to ensure they  
 19 include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~  
 20 ~~below~~ this Compliance Paragraph to this Contract. These elements include:

21 a. Designation of a Compliance Officer and/or compliance staff.

22 b. Written standards, policies and/or procedures.

23 c. Compliance related training and/or education program and proof of completion.

24 d. Communication methods for reporting concerns to the Compliance Officer.

25 e. Methodology for conducting internal monitoring and auditing.

26 f. Methodology for detecting and correcting offenses.

27 g. Methodology/Procedure for enforcing disciplinary standards.

28 3. If CONTRACTOR ~~elects~~ does not provide proof of its own compliance program to ~~adhere to~~  
 29 ~~HCA's~~ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's  
 30 Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR  
 31 within thirty (30) calendar days of ~~award~~execution of this ~~Agreement~~Contract a signed acknowledgement  
 32 that CONTRACTOR ~~shall~~ will internally comply with ~~HCA's~~ADMINISTRATOR's Compliance  
 33 Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines  
 34 necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

35 4. If CONTRACTOR elects to have its own ~~Compliance Program and Code of~~  
 36 ~~Conduct~~ compliance program, code of conduct and any Compliance related policies and procedures  
 37 reviewed by ADMINISTRATOR, then ~~it~~CONTRACTOR shall submit a copy of its ~~Compliance Program,~~

1 ~~Code~~ compliance program, code of ~~Conduct~~conduct and all relevant policies and procedures to  
 2 ADMINISTRATOR within thirty (30) calendar days of ~~award~~execution of this ~~Agreement~~Contract.  
 3 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable  
 4 time, which shall not exceed forty-five (45) calendar days, and determine if  
 5 ~~CONTRACTOR's~~contractor's proposed compliance program and code of conduct contain all required  
 6 elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and  
 7 Code of Conduct~~contains all required elements.~~ ADMINISTRATOR shall inform CONTRACTOR ~~shall~~  
 8 ~~take necessary action~~of any missing required elements and CONTRACTOR shall revise its compliance  
 9 program and code of conduct to meet said standards or shall be asked to acknowledge and agree to HCA's  
 10 ~~Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of~~  
 11 ~~Conduct does not contain all required elements~~ADMINISTRATOR's required elements within thirty (30)  
 12 calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for  
 13 review by the ADMINISTRATOR.

14 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer~~compliance  
 15 officer that the CONTRACTOR's ~~Compliance Program and Code of Conduct contains~~compliance  
 16 program, code of conduct and any compliance related policies and procedures contain all required  
 17 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this ~~Agreement~~Contract are  
 18 made aware of CONTRACTOR's ~~Compliance Program, Code~~compliance program, code of ~~Conduct~~  
 19 ~~and conduct~~, related policies and procedures:

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

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

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
 34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
 35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding  
 36 ~~the above, this term does not include part time or per diem employees, contractors, subcontractors, agents,~~  
 37 ~~and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per~~

1 ~~year; except that any such individuals shall become Covered Individuals at the point when they work more~~  
 2 ~~than one hundred sixty (160) hours during the calendar year.~~ CONTRACTOR shall ensure that all  
 3 Covered Individuals relative to this ~~Agreement~~Contract are made aware of ADMINISTRATOR's  
 4 Compliance Program, Code of Conduct and related policies and procedures; ~~(or CONTRACTOR's own~~  
 5 ~~compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected~~  
 6 ~~to use its own).~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
22 Individuals relative to this Contract. This includes compliance with federal and state healthcare program  
23 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the  
24 Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

34 E. ~~MEDI-CAL~~ ~~D. MEDICAL~~ BILLING, CODING, AND DOCUMENTATION COMPLIANCE  
35 STANDARDS

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
37 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

1 and are consistent with federal, state and county laws and regulations. This includes compliance with  
 2 federal and state health care program regulations and procedures or instructions otherwise communicated  
 3 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

14 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
 15 participate in the quality improvement activities developed in the implementation of the Quality  
 16 Management Program.

17 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
 18 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
 19 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
 20 §1810.410.subds.(c)-(d).

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

## 27

### 28 V. ~~Confidentiality~~CONFIDENTIALITY

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

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

37 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written

1 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
2 //

3 ~~Agreement~~Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC,  
4 Division 1, Part 2.6, relating to confidentiality of medical information.

5 3. In the event of a collaborative service ~~agreement~~Contract between Mental Health services  
6 providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of  
7 information, from the collaborative agency, for ~~elients~~Clients receiving services through the collaborative  
8 ~~agreement~~Contract.

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

#### 16 **VI. ~~Cost Report~~CONFLICT OF INTEREST**

17 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
18 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
19 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
20 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to  
21 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or  
22 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence  
23 or appear to influence COUNTY staff or elected officers in the performance of their duties.  
24

#### 25 **VII. COST REPORT**

26 A. CONTRACTOR shall submit separate ~~individual and/or consolidated~~ Cost Reports for Period  
27 One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar  
28 days following the period for which they are prepared or termination of this ~~Agreement~~Contract.

29 CONTRACTOR shall prepare the ~~individual and/or consolidated~~ Cost Report in accordance with all  
30 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this  
31 ~~Agreement~~Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs,  
32 cost centers, services, and funding sources in accordance with such requirements and consistent with  
33 prudent business practice, which costs and allocations shall be supported by source documentation  
34 maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

35 ~~In the event CONTRACTOR has multiple Agreements for mental health services that are administered~~  
36 ~~by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be~~  
37

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

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

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

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

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

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

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

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

any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

**VII. DEBARMENT AND SUSPENSION CERTIFICATION**

~~— A. CONTRACTOR certifies that it and its principals:~~

~~1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or~~



1 ~~voluntarily excluded by any federal department or agency.~~

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

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

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

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

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

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

23  
 24 **VIII. Delegation, Assignment and Subcontracts DELEGATION, ASSIGNMENT, AND**  
 25 **SUBCONTRACTS**

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

31 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
 32 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
 33 new owners shall be required under the terms of sale or other instruments of transfer to assume  
 34 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
 35 of COUNTY. ~~B.~~ CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
 36 without the prior written consent of COUNTY.

37 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to

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

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

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

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

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

26 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
 27 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
 28 COUNTY for the provision of services under the Contract.

29 C. CONTRACTOR's obligations undertaken pursuant to this ~~Agreement~~Contract may be carried  
 30 out by means of subcontracts, provided such ~~subcontracts~~subcontractors are approved in advance, ~~in~~  
 31 ~~writing~~ by ADMINISTRATOR, meet the requirements of this ~~Agreement~~Contract as they relate to the  
 32 service or activity under subcontract, ~~and~~ include any provisions that ADMINISTRATOR may require,  
 33 and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

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

1 may disallow subcontractor expenses reported by CONTRACTOR.

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

4 //

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

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

10 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status  
11 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also  
12 obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against  
13 COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under  
14 the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may  
15 arise prior to or during the period of Contract performance. While CONTRACTOR will be required to  
16 provide this information without prompting from COUNTY any time there is a change in  
17 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
18 update to COUNTY of its status in these areas whenever requested by COUNTY.

19  
20 **IX. ~~Employee Eligibility Verification~~DISPUTE RESOLUTION**

21 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
22 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
23 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
24 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

25 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
26 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
27 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

28 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
29 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand  
30 a written statement signed by an authorized representative indicating that the demand is made in good  
31 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
32 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

33 B. —~~CONTRACTOR warrants~~Pending the final resolution of any dispute arising under, related  
34 to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of  
35 services secured via this Contract, including the delivery of goods and/or provision of services.  
36 CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Contract.

37 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall

1 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision  
 2 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
 3 decision adverse to CONTRACTOR's contentions.

4 D. This Contract has been negotiated and executed in the State of California and shall be governed  
 5 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
 6 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
 7 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
 8 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
 9 to waive any and all rights to request that an action be transferred for adjudication to another county.

#### 10 X. EMPLOYEE ELIGIBILITY VERIFICATION

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

#### 21 XI. ~~Equipment~~EQUIPMENT

22  
 23  
 24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
 25 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
 26 ADMINISTRATOR to assist in performing the services described in this ~~Agreement~~Contract.  
 27 "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which  
 28 costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are  
 29 defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges,  
 30 sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but  
 31 may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is  
 32 not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost  
 33 of Equipment purchased, in whole or in part, with funds paid pursuant to this ~~Agreement~~Contract shall be  
 34 depreciated according to GAAP.

35 B. CONTRACTOR shall obtain ADMINISTRATOR's ~~prior~~ written approval prior to purchase of  
 36 any Equipment with funds paid pursuant to this ~~Agreement~~Contract. Upon delivery of Equipment,  
 37 CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other

1 supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
 2 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased  
 3 asset in an Equipment inventory.

4 //

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

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

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

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

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

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

28  
 29 **XII. ~~FACILITIES, PAYMENTS AND SERVICES.~~ FACILITIES, PAYMENTS AND**  
 30 **SERVICES**

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

36 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
 37 as required, ADMINISTRATOR may, at its sole discretion, reduce the ~~-~~Maximum Obligation for the

1 appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation  
 2 for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate  
 3 to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,  
 4 facilities or supplies.

5 **XIII. INDEMNIFICATION AND INSURANCE**, ~~**INDEMNIFICATION AND INSURANCE**~~

6  
 7 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 8 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 9 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 10 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
 11 including but not limited to personal injury or property damage, arising from or related to the services,  
 12 products or other performance provided by CONTRACTOR pursuant to this ~~Agreement~~Contract. If  
 13 judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because  
 14 of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 15 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
 16 a jury apportionment.

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

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

33 D. All SIRs ~~and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs or deductibles apply,~~  
 34 ~~indicate this on the COI with a zero (0) by the appropriate line of coverage.~~ Any SIR ~~or deductible~~ in an  
 35 amount in excess of \$fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability)~~) shall specifically  
 36 be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited  
 37 financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without

1 limitation of, any other indemnity provision(s) in this ~~Agreement~~Contract, agrees to all of the following:

2 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
3 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
4 subcontractor's

5 //

6 performance of this ~~Agreement~~Contract, CONTRACTOR shall defend the COUNTY at its sole cost and  
7 expense with counsel approved by Board of Supervisors against same; and

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

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

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

17 F. QUALIFIED INSURER

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

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

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

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

Workers' Compensation

Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

Network Security & Privacy Liability

\$1,000,000 per claims made

Professional Liability Insurance

\$1,000,000 per claims made

\$1,000,000 aggregate

Sexual Misconduct Liability

\$1,000,000 per occurrence

#### H. REQUIRED COVERAGE FORMS

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

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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



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

5 //

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

12 M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network  
 13 Security & Privacy Liability are "Claims Made" ~~policy(ies), policies,~~ CONTRACTOR shall agree to  
 14 maintain coverage for two (2) years following the completion of the AgreementContract.

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

17 ~~—~~ ~~O.~~ O. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
 18 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
 19 made to the next qualified vendor. COUNTY expressly retains the right to terminate should insurance  
 20 certificates and endorsements not meet minimum contractual requirements.

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

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

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

35 RS. SUBMISSION OF INSURANCE DOCUMENTS

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

37 a. Prior to the start date of this AgreementContract.

- 1           b. No later than the expiration date for each policy.
- 2           c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 3 changes to any of the insurance ~~types~~requirements as set forth in the Coverage Subparagraph G, above.
- 4           2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
- 5 the Referenced Contract Provisions of this ~~Agreement~~Contract.
- 6           3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
- 7 provisions stipulated in this ~~Agreement~~Contract by the above specified due dates, ADMINISTRATOR
- 8 shall have sole discretion to impose one or both of the following:
- 9           a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
- 10 pursuant to any and all ~~Agreements~~Contracts between COUNTY and CONTRACTOR until such time
- 11 that the required COI and endorsements that meet the insurance provisions stipulated in this
- 12 ~~Agreement~~Contract are submitted to ADMINISTRATOR.
- 13           b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
- 14 COI or endorsement for each business day, pursuant to any and all ~~Agreements~~Contracts between
- 15 COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the
- 16 insurance provisions stipulated in this ~~Agreement~~Contract are submitted to ADMINISTRATOR.
- 17           c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
- 18 CONTRACTOR's monthly invoice.
- 19           4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
- 20 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
- 21 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
- 22

#### 23           **XIV. Inspections and Audits INSPECTIONS AND AUDITS**

24           A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

25 of the State of California, the Secretary of the United States Department of Health and Human Services,

26 the Comptroller General of the United States, or any other of their authorized representatives, shall to the

27 extent permissible under applicable law have access to any books, documents, and records, including but

28 not limited to, financial statements, general ledgers, relevant accounting systems, medical and ~~client~~Client

29 records, of CONTRACTOR that are directly pertinent to this ~~Agreement~~Contract, for the purpose of

30 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or

31 making transcripts during the periods of retention set forth in the Records Management and Maintenance

32 Paragraph of this ~~Agreement~~Contract. Such persons may at all reasonable times inspect or otherwise

33 evaluate the services provided pursuant to this ~~Agreement~~Contract, and the premises in which they are

34 provided.

35           B. CONTRACTOR shall actively participate and cooperate with any person specified in

36 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

37 ~~Agreement~~Contract, and shall provide the above-~~mentioned~~ persons adequate office space to conduct

1 such evaluation or monitoring.

2 C. AUDIT RESPONSE

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

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

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

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

30 **XV. ~~Licenses and Law~~LICENSES AND LAWS**

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

1 cause for termination of this ~~Agreement~~Contract.

2 ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

26 1. ARRA of 2009.

27 ~~2.~~ 2. Trafficking Victims Protection Act of 2000.

28 3. WIC, Division 5, Community Mental Health Services.

29 34. WIC, Division 6, Admissions and Judicial Commitments.

30 45. WIC, Division 7, Mental Institutions.

31 56. HSC, §§1250 et seq., Health Facilities.

32 67. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

33 78. CCR, Title 9, Rehabilitative and Developmental Services.

34 89. CCR, Title 17, Public Health.

35 ~~9.~~ 10. CCR, Title 22, Social Security.

36 ~~11.~~ 10. CFR, Title 42, Public Health.

37 ~~12.~~ CFR, Title 45, Public Welfare.

- 1 ~~12~~13. USC Title 42. Public Health and Welfare.  
 2 ~~13~~14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.  
 3 ~~14~~15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.  
 4 ~~15~~16. 42 USC §1857, et seq., Clean Air Act.  
 5 ~~16~~17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.  
 6 ~~17~~18. 31 USC 7501.70, Federal Single Audit Act of 1984.

7 ~~18. Policies and procedures set forth in Mental Health Services Act.~~

8 19. Policies and procedures set forth in Mental Health Services Act.

9 20. Policies and procedures set forth in DHCS Letters.

10 ~~20~~21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

11 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

12 ~~\_\_\_\_\_~~ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

13 ~~\_\_\_\_\_~~ Federal Awards.

14 23. 42 CFR, Section 438, Managed Care Regulations

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

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

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

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

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

33 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
 34 available social media sites) in support of the services described within this ~~Agreement~~Contract,  
 35 CONTRACTOR shall develop social media ~~Policy & Procedures~~policies and procedures and have them  
 36 available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform  
 37 ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services

1 described within this ~~Agreement~~Contract. CONTRACTOR shall comply with COUNTY Social Media  
 2 Use Policy and Procedures as they pertain to any social media developed in support of the services  
 3 described within this ~~Agreement~~Contract. CONTRACTOR shall also include any required funding  
 4 statement information on social media when required by ADMINISTRATOR.

5 #

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

8  
 9 **XVII. MAXIMUM OBLIGATION**~~MAXIMUM OBLIGATION~~

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

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

16  
 17 **XVII. MINIMUM WAGE LAWS**

18 **XVIII. MINIMUM WAGE LAWS**

19 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
 20 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
 21 or California Minimum Wage to all its ~~employees~~Covered Individuals (as defined within the  
 22 “Compliance” paragraph of this Contract) that directly or indirectly provide services pursuant to this  
 23 ~~Agreement~~Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its  
 24 ~~contractors or other persons~~Covered Individuals providing services pursuant to this ~~Agreement on behalf~~  
 25 ~~of CONTRACTOR also pay their employees~~Contract be paid no less than the greater of the federal or  
 26 California Minimum Wage.

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

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

34  
 35 **XIX. ~~Nondiscrimination~~NONDISCRIMINATION**

36 A. EMPLOYMENT

37 1. During the term of this ~~Agreement~~Contract, CONTRACTOR and its Covered Individuals (as

1 defined in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any  
 2 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
 3 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,  
 4 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.  
 5 Additionally, during the term of this ~~Agreement~~Contract, CONTRACTOR and its Covered Individuals  
 6 shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee  
 7 or applicant for employment because of his/her race, ~~religious~~ creed, color, national origin, ancestry,  
 8 physical disability, mental disability, medical condition,  
 9 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 10 orientation, or military and veteran status.

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

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

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

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

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

32 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 33 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 34 on the basis of race, ~~religious~~ creed, color, national origin, ancestry, physical disability, mental disability,  
 35 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
 36 age, sexual orientation, or military and veteran status ~~in accordance with Title IX of the Education~~  
 37 Amendments of 1972 as they relate to 20 USC §1681 - §1688; ~~Title VI of the Civil Rights Act of 1964~~

(42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, ~~Discrimination~~ discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a different manner or at a different time from that provided to other ~~clients~~ Clients.
3. Restricting a ~~client~~ Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a ~~client~~ 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 and/or benefit.
5. Assignment of times or places for the provision of services.

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

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

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

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

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~may file an appeal.~~ has the right to request a State Fair Hearing.

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



1 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding  
2 legislation.

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

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

## 12 **XX. ~~Notices~~ NOTICES**

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

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

18 2. When faxed, transmission confirmed;

19 3. When sent by Email; or

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

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

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

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

## 32 **XXI. ~~Notification of Death~~ NOTIFICATION OF DEATH**

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

35 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the  
36  
37

1 name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
2 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

8 2. WRITTEN NOTIFICATION

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

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

16 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
17 hand deliver or fax to a known number said notification.

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

22  
23 ~~XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

24 . NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

32  
33 ~~XXIII. RECORDS MANAGEMENT AND MAINTENANCE. RECORDS MANAGEMENT~~  
34 AND MAINTENANCE

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

1 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
 2 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records  
 3 shall include, but not be limited to, individual patient charts and utilization review records.

4 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN  
 5 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was  
 6 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

7 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
 8 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
 9 claimed to have been incurred in the performance of this Contract and in accordance with Medicare  
 10 principles of reimbursement and GAAP.

11 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
 12 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
 13 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
 14 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

23 D. CONTRACTOR shall ~~ensure appropriate~~ retain all financial records ~~related to~~ for a minimum of  
 24 ten (10) years from the termination of the contract, unless a longer period is required due to ~~cost reporting,~~  
 25 ~~expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~  
 26 #legal proceedings such as litigations and/or settlement of claims.

27 E. CONTRACTOR shall ~~ensure all appropriate state and federal standards of documentation,~~  
 28 ~~preparation, and confidentiality of~~ retain all client and/or patient medical records related to ~~for ten (10)~~  
 29 years following discharge of the participant, client and/or patient ~~records are met at all times.~~

30 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
 31 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
 32 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
 33 written approval to CONTRACTOR to maintain records in a single location, identified by  
 34 CONTRACTOR.

35 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
 36 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all  
 37 information that is requested by the PRA request.

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

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

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

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

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

13 1. Have documents readily available within ~~forty eight (48)~~ twenty-four (24) hour notice of a  
 14 scheduled audit or site visit.

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

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

18 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
 19 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~  
 20 ~~email or fax,~~ upon the discovery of a Breach of ~~unsecured PHI~~ privacy and/or security of PII and/or PHI  
 21 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy  
 22 ADMINISTRATOR on such notifications.

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

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

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

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

35 ~~— M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may~~  
 36 ~~provide written approval to CONTRACTOR to maintain records in a single location, identified by~~  
 37 ~~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.~~

//

//

#### **XXIV. RESEARCH AND PUBLICATION**

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

#### **XXV. SeverabilitySEVERABILITY**

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

#### **XXVI. Special ProvisionsSPECIAL PROVISIONS**

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

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

1 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
2 may be found at [www.opm.gov](http://www.opm.gov).

3 8. Severance pay for separating employees.

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

6 10. Supplanting current funding for existing services.

7 //

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

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

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

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

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

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

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

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

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

## 23 **XXVII. ~~STATUS OF CONTRACTOR~~STATUS OF CONTRACTOR**

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

## 36 **XXVIII. ~~Term~~TERM**

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

8 //

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

## 11 **XXIX. ~~TERMINATION~~TERMINATION**

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

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

18 ~~— C. COUNTY may terminate this Agreement~~ A. CONTRACTOR shall be responsible for  
 19 meeting all programmatic and administrative contracted objectives and requirements as indicated in this  
 20 Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level  
 21 of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If  
 22 CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may  
 23 be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

24 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of  
 25 any of the following events:

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
- 28 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 29 another entity without the prior written consent of COUNTY.
- 30 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 31 required pursuant to this ~~Agreement~~Contract.
- 32 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
 33 ~~Agreement~~Contract.
- 34 6. The continued incapacity of any physician or licensed person to perform duties required  
 35 pursuant to this ~~Agreement~~Contract.
- 36 7. Unethical conduct or malpractice by any physician or licensed person providing services  
 37

1 pursuant to this ~~Agreement~~Contract; provided, however, COUNTY may waive this option if  
 2 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted  
 3 pursuant to this Contract.

4 ~~removes such physician or licensed person from serving persons treated or assisted pursuant to this~~  
 5 ~~Agreement.~~

6 ~~D~~ C. CONTINGENT FUNDING

7 1. Any obligation of COUNTY under this ~~Agreement~~Contract is contingent upon the following:  
 8 a. The continued availability of federal, state and county funds for reimbursement of  
 9 COUNTY's expenditures, and  
 10 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
 11 approved by the Board of Supervisors.

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

16 ~~ED.~~ In the event this ~~Agreement~~Contract is suspended or terminated prior to the completion of the  
 17 term as specified in the Referenced Contract Provisions of this ~~Agreement~~Contract, ADMINISTRATOR  
 18 may, at its  
 19 sole discretion, reduce the ~~Maximum Obligation~~Not To Exceed Amount of this ~~Agreement in an~~  
 20 ~~amount~~Contract to be consistent with the reduced term of this Agreementthe Contract.

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

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

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

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

29 4. If ~~elients~~Clients are to be transferred to another facility for services, furnish  
 30 ADMINISTRATOR, upon request, all ~~client~~Client information and records deemed necessary by  
 31 ADMINISTRATOR to effect an orderly transfer.

32 5. Assist ADMINISTRATOR in effecting the transfer of ~~elients~~Clients in a manner consistent  
 33 with ~~client's~~Client's best interests.

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

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



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

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

~~G.~~//

F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. 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~~Contract.

~~XXX. THIRD PARTY BENEFICIARY~~

THIRD PARTY BENEFICIARY

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

~~XXXI. WAIVER OF DEFAULT OR BREACH~~

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~~Contract 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~~Contract.

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IN WITNESS WHEREOF, the ~~parties~~Parties have executed this ~~Agreement~~Contract, in the County

1 of Orange, State of California.

2  
3 **NATURE**

4 COLLEGE COMMUNITY SERVICES

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

8  
9  
10 TITLE: - \_\_\_\_\_

11  
12  
13  
14  
15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

20 HEALTH CARE AGENCY

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

28 BY: \_\_\_\_\_ DATED: - \_\_\_\_\_

29 DEPUTY

30  
31  
32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR

## EXHIBIT A

~~AGREEMENT~~TO CONTRACT FOR PROVISION OF~~MENTAL HEALTH~~~~MENTAL HEALTH~~PEER SUPPORT AND WELLNESS CENTER SERVICES-CENTRAL

BETWEEN

COUNTY OF ORANGE

AND

COLLEGE COMMUNITY SERVICES

JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023~~I. common terms and Definitions~~COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

11 7. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates  
12 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric  
13 crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis  
14 stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient  
15 facility, the CSU may evaluate and treat clients for no longer than 23 hours.

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

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

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

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

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

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

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

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

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

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

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

21 14. Clinical Director means an individual who meets the minimum requirements set forth in Title  
22 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health  
23 setting.

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

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

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

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

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

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

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

8 21. FSP

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

18 b. Crisis management;

19 1) Housing Services;  
20 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case  
21 management;

22 3) Community-based Wraparound Recovery Services;

23 4) Vocational and Educational services;

24 5) Job Coaching/Developing;

25 6) Consumer employment;

26 7) Money management/Representative Payee support;

27 8) Flexible Fund account for immediate needs;

28 9) Transportation;

29 10) Illness education and self-management;

30 11) Medication Support;

31 12) Co-occurring Services;

32 13) Linkage to financial benefits/entitlements;

33 14) Family and Peer Support; and

34 15) Supportive socialization and meaningful community roles.

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

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

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

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

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

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

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

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

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

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

37 //





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

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

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

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

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

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

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

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

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

37 //

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

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

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

16 42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in  
17 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
18 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section  
19 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17  
18 **II. BUDGET**

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

22 #  
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35 Exhibit A to the Contract and the following budget, which are set forth for informational purposes only  
36 and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and  
37 CONTRACTOR.

		PERIOD <u>ONE</u>	PERIOD <u>TWO</u>	PERIOD <u>THREE</u>	<u>TOTAL</u>
1					
2					
3	ADMINISTRAT				
4	IVE COST				
5	Indirect	\$ 182,553	\$ 182,553	\$ 547,659	\$ 561,624
6	Costs	<del>182,553</del>	<u>187,208</u>	<u>187,208</u>	
7		<del>53</del>			
8					
9	PROGRAM				
10	COST				
11	Salaries	\$ 846,552	\$ 846,552	\$ 904,725	\$2,539,656
12		<del>846,552</del>	<u>904,725</u>	<u>904,725</u>	<u>714,175</u>
13		<del>52</del>			
14	Benefits	188,597	<u>199,039</u>	<u>199,039</u>	
15		<del>188,597</del>	<u>199,039</u>		188,565,7
16		<del>97</del>			597,191
17					<u>17</u>
18	Services and	175,369	175,369		<u>413,379</u>
19	Supplies	<del>175,369</del>	<u>137,793</u>	<del>526,107</del>	<u>137,793</u>
20		<del>69</del>		<u>3</u>	
21	Subcontracto	\$ 6,500	\$ 6,500	<del>6,500</del>	<u>19,500</u>
22	r				
23	SUBTOTAL	\$1,217,018	\$1,217,018	\$1,217,018	\$3,651,054
24	PROGRAM	<u>057</u>	<u>057</u>	<u>057</u>	<u>171</u>
25	COST				
26					
27	TOTAL GROSS	\$1,399,571	\$1,399,571	\$1,399,571	\$4,198,713
28	COST	<u>265</u>	<u>265</u>	<u>265</u>	<u>795</u>
29					
30	REVENUE				
31	MHSA	\$1,399,571	\$1,399,571	\$1,399,571	\$4,198,713
32		<u>265</u>	<u>265</u>	<u>265</u>	<u>795</u>
33	TOTAL	\$1,399,571	\$1,399,571	\$1,399,571	\$4,198,713
34	REVENUE	<u>265</u>	<u>265</u>	<u>265</u>	<u>795</u>
35					
36					
37					

1	TOTAL	\$1,399,571,435.	\$1,399,571,435.	\$1,399,571,435.	\$4,198,713,305.
2	MAXIMUM	<u>265</u>	<u>265</u>	<u>265</u>	<u>795</u>
3	OBLIGATION				

4  
5  
6 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
7 between budgeted line items within a program, for the purpose of meeting specific program needs or for  
8 providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form  
9 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing  
10 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a  
11 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and  
12 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future  
13 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification  
14 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of  
15 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing  
16 Modification Request(s) may result in disallowance of those costs.

### 17 18 III. PAYMENTS

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the ~~provisional amount~~ actual  
20 monthly cost of \$116,631 providing services per month. ADMINISTRATOR may authorize an  
21 increase/decrease in this payment amount to CONTRACTOR. All payments are interim payments only,  
22 and subject to Final Settlement in accordance with the Cost Report Paragraph of the ~~Agreement~~ Contract  
23 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;  
24 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period  
25 as stated in the Referenced Contract Provisions of the ~~Agreement~~ Contract and, provided further,  
26 CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and Federal regulations.  
27 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the  
28 provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

#### 21 22 **IV. ~~Reports~~ REPORTS**

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

#### 25 B. FISCAL

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

34 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These  
 35 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated  
 36 year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of  
 37 this Exhibit A to the ~~Agreement~~ Contract. Such reports shall include actual monthly costs and revenue to

1 date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a projection  
2 narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in  
3 conjunction with the Monthly Expenditure and Revenue Reports.

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

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

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

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

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

35 //  
36 //  
37 //



1 **V. ~~SERVICES~~SERVICES**

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

5 \_\_\_\_\_ 401 S. Tustin Street, Bldg. C

6 \_\_\_\_\_  
7 \_\_\_\_\_ Orange, California 92866-2503

8  
9 1. The facility shall include space to support the services identified within the  
10 ~~Agreement~~Contract.

11 2. The facility shall be open until at least 5:00 p.m.; provided, however, CONTRACTOR shall  
12 modify these hours of operation to include regularly scheduled evening and weekend hours in order to  
13 meet member needs.

14 B. PERSONS TO BE SERVED – The target groups for the Peer Support and Wellness Center  
15 (Wellness Center) consist of adults residing in COUNTY, eighteen (18) years of age or older, who have  
16 been diagnosed with a serious mental illness and who may have a co-occurring disorder. ~~To benefit from~~  
17 ~~groups/classes/activities, members~~The target population should be relatively stable, working on actively  
18 managing their recovery; and ~~may require a support system to assist them~~independently engaged in  
19 ~~maintaining their stability while continuing~~mental health treatment in the community. The Wellness  
20 Center's services are designed to contribute to progress in their an individual's continued personal growth  
21 and development. help a person gain the skills necessary to sustain independent community living. The  
22 Wellness Center program shall have the ability to host a minimum of one hundred (100) members each  
23 day of operation.

24 C. SERVICES TO BE PROVIDED

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

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

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

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

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

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

18 b. Provide support and direction to the MAB to assist with maintaining structure, roles,  
19 responsibilities and rules of order, and to ensure adherence to the MAB by-laws, including periodic review  
20 and modification to those by-laws as required;

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

24 d. Review MAB and member suggestions and recommendations on a daily basis.  
25 Responses to member suggestions and recommendations shall be posted weekly.

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

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

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

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

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

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

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

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

18 c. Community Integration: CONTRACTOR shall schedule off-site activities each month,  
19 with the frequency of such activities being driven by members and the Member Advisory Board. These  
20 activities shall assist members with developing skills that strengthen their confidence to engage in their  
21 own activities outside of the Center.

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

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

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

35 g. Vocational/Job Training: Offer training for employment readiness (resume writing,  
36 interviewing, basic job skills), assistance in finding jobs for members with the intent of developing self-  
37 esteem and independence around securing and maintaining a job. Wellness Center staff shall assist in

1 finding volunteer and paid positions for members, and support members who are working to facilitate  
 2 success. Job-specific orientation shall be provided to all volunteers prior to their participation in  
 3 volunteering activities or events.

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

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

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

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

19 13. CONTRACTOR shall be responsible for planning, developing, and publishing the annual  
 20 MHSA Calendar. CONTRACTOR shall host the annual Art Fair and to encourage consumers'  
 21 participation early on to assure the calendar is finalized, printed, and be available for distribution before  
 22 the end of the calendar year.

#### 23 14. COLLABORATION AND ~~COMMUNITY~~COMMUNITY PARTNERSHIPS

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

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

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

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

#### 35 15. CONTRACTOR shall attend:

- 36 a. Meetings requested by County staff to address any aspect of Wellness Center services.
- 37 b. Monthly ADMINISTRATOR management meetings with ADMINISTRATOR to

1 discuss contractual and other issues related to, but not limited to, compliance with policies and procedures,  
2 statistics, performance outcomes, and program services.

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

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

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

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

16 a. Achieve monthly participation by a minimum of ~~seventy-five (75)~~ninety (90)  
17 unduplicated active members in community integration activities which may include, but are not limited  
18 to: social outings, recreational activities, and educational activities outside of the Wellness Center.

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

21 c. Achieve annual member employment, in paid employment positions, for a minimum of  
22 ~~60~~sixty-five (65) unduplicated members, as a result of skills learned in employability classes provided by  
23 the program, as well as from participation in an annual Job Fair sponsored by the program.

24 d. Achieve a monthly minimum of forty-five (45) unduplicated members volunteering in  
25 the program or in the community in a variety of settings.

26 e. Achieve annual enrollment of a minimum of ~~seventy-five (75)~~one hundred (100)  
27 unduplicated members in education classes offered at local community colleges, the Education Center at  
28 Tustin Campus, on -line courses, or other educational settings as a result of educational training  
29 groups/classes provided by the program.

30 f. Achieve annual participation by a minimum of ~~one~~two hundred (~~150~~200) unduplicated  
31 members in facilitating all or portions of community meetings.

32 g. Achieve annual participation by a minimum of ~~three~~four hundred (~~300~~400) unduplicated  
33 members in co-facilitating groups, classes or activity offered by the program.

34 h. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly  
35 basis from the start date of this ~~Agreement~~Contract, to determine the effectiveness of services offered by  
36 the program, and make programming recommendations or modifications, as required, that ensure the  
37 services provided are meeting the needs of members, and also to ensure that Performance Outcomes are

1 achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR  
 2 on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall  
 3 status and achievement of Performance Outcomes established for this program.

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

#### 6 E. MEMBER DEMOGRAPHICS AND STATISTICS

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

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

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

13 4. CONTRACTOR shall track members' satisfaction and/or desire for improvement in living  
 14 arrangements, education, and employment/work experience by using a quality of life scale in these areas  
 15 at enrollment and every six (6) months thereafter.

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

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

### 21 VI. ~~STAFFING~~STAFFING

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

	<u>FTE</u>
26 Regional Director	0. <del>4</del> <u>20</u>
27 Program Director	1. <del>0</del> <u>00</u>
28 Operations Manager	<del>1.0</del> <u>.75</u>
29 <u>Data Analyst</u>	<u>0.50</u>
30 Office Manager	1. <del>0</del> <u>00</u>
31 Office Assistant	2. <del>0</del> <u>00</u>
32 Team Lead – Peer Mentor	1. <del>0</del> <u>00</u>
33 Peer Lead <u>I/II</u>	3. <del>0</del> <u>00</u>
34 Peer Specialist <u>I/II</u>	4. <del>0</del> <u>00</u>
35 Peer Specialist – <u>I/II</u> Bilingual	6. <del>0</del> <u>00</u>
36 Employment Specialist	1. <del>0</del> <u>00</u>

1	Health Educator	<u>-0.550</u>
2	TOTAL FTE	<u>20.995</u>

3  
4  
5 B. Wellness Center Program Staff shall be persons with lived experience with behavioral health  
6 issues.

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

8 1. Development of group topics and planned activities in conjunction with Member Advisory  
9 Board and member input;

10 2. Maintain ongoing communication with members on needs and desired activities in order to  
11 support and promote their continued recovery and assimilation into the larger mainstream community;

12 3. Research, evaluate, and implement the most current best practices as they relate to this level  
13 of recovery and independence, including continued progress towards achieving positive outcomes;

14 4. Focus on outcomes and developing systems to measure recovery as a process (short term  
15 goals) and as an outcome (long term goal);

16 5. Submittal of monthly demographics and performance outcome data to ADMINISTRATOR  
17 with verification that outcome data is correct;

18 6 Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed  
19 annually and revised as needed.

20 7. Fiscal and programmatic management of the Wellness Center's operating budget;

21 8. Development and coordination of in-service training of staff, both initially and ongoing, on  
22 topics related to recovery-based services. A training schedule with topics and target dates for the  
23 applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year  
24 of the contract term; and

25 9. Maintain ongoing communication with ADMINISTRATOR in regards to program  
26 operations and issues.

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

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

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

34 G. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
35 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.  
36 Any staff vacancies occurring at a time when bilingual and bicultural composition of the program staffing  
37 does not meet the above requirement must be filled with bilingual and bicultural staff unless

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

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

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

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

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

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

24 M. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Staffing  
25 Paragraph of this Exhibit A to the ~~Agreement~~Contract.

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~~EXHIBIT B~~ EXHIBIT B  
~~AGREEMENT~~ TO CONTRACT FOR PROVISION OF  
MENTAL HEALTH  
~~MENTAL HEALTH~~ PEER SUPPORT AND  
WELLNESS CENTER SERVICES ~~-~~ CENTRAL REGION  
BETWEEN  
COUNTY OF ORANGE  
AND  
COLLEGE COMMUNITY SERVICES  
JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

**I. BUSINESS ASSOCIATE CONTRACT**

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C to the ~~Agreement~~ Contract 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~~ Contract 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~~ Contract, 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~~ Contract.

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~~ Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY).- CONTRACTOR agrees therefore to be in compliance at all times with the

1 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
 2 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
 3 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
 4 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the  
 5 ~~Agreement~~Contract.

6 B. DEFINITIONS

7 1. “Administrative Safeguards” are administrative actions, and policies and procedures, to  
 8 manage the selection, development, implementation, and maintenance of security measures to protect  
 9 electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of  
 10 that information.

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

13 a. Breach excludes:

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

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

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

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

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

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

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

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

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

36 4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR  
 37 § 164.501.

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

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

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

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

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

13 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
14 160.103.

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

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

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

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

26 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
27 45 CFR § 160.103.

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

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

33 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
34 160.103.

35 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

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

37 //

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

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

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

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

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

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

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

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

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

34 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
36 and to make information related to such Disclosures available as would be required for COUNTY to  
37 //

1 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR  
2 § 164.528.

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

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

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

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

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

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

37 //

1 applicable laws. COUNTY may terminate the ~~Agreement~~Contract upon thirty (30) days written notice in  
2 the event:

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

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

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

#### 11 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

#### 10 E. DATA SECURITY REQUIREMENTS

##### 11 1. Personal Controls

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

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

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

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

37 //

1           2. Technical Security Controls

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

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

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

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

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

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

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



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

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

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

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

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

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

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

33 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
 34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
 35 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
 36 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

37 //

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

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

### 7 3. Audit Controls

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

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

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

### 21 4. Business Continuity/Disaster Recovery Control

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

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

### 34 5. Paper Document Controls

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

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

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

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

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

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

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

## 25 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

29 H. PROHIBITED USES AND DISCLOSURES

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

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

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 privacy  
5 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 may  
12 affect CONTRACTOR's Use or Disclosure of PHI.

13 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would  
14 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 ~~AgreementContract~~, if CONTRACTOR is unwilling or  
21 unable to cure the material Breach or end the violation within (30) days, provided termination of the  
22 ~~AgreementContract~~ is feasible.

23 2. Upon termination of the ~~AgreementContract~~, CONTRACTOR shall either destroy or return  
24 to 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 agents  
27 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 infeasible,  
34 for as long as CONTRACTOR maintains such PHI.

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

37 //

EXHIBIT C  
AGREEMENT TO CONTRACT FOR PROVISION OF  
 MENTAL HEALTH  
 PEER SUPPORT AND  
 WELLNESS CENTER SERVICES--CENTRAL ~~REGION~~  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 COLLEGE COMMUNITY SERVICES  
 JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

A. DEFINITIONS

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

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

3. "CMPPA Agreement Contract" means the CMPPA ~~Agreement~~Contract 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~~Contract on behalf of the COUNTY.

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

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

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

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

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

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

## 12 B. TERMS OF AGREEMENTCONTRACT

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

### 18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

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

37 //



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

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

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

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

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

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

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

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

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