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REFERENCED CONTRACT PROVISIONS~~Term: July 1, 2013 through June 30, 2014~~~~Aggregate Maximum Obligation: \$1,419,500~~~~Basis for Reimbursement: Actual Cost~~~~Payment Method: Provisional Amount~~Term: July 1, 2013 through September 30, 2014Period One means the period from July 1, 2013 through June 30, 2014Period Two means the period from July 1, 2014 through September 30, 2014Aggregate Maximum Obligation: \$1,732,772Period One Aggregate Maximum Obligation: \$1,419,500Period Two Aggregate Maximum Obligation: 313,272TOTAL CONTRACT AGGREGATE MAXIMUM OBLIGATION: \$1,732,772Basis for Reimbursement: Actual CostPayment Method: Provisional Amount**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «CONTACT_PERSON»
 «LC_NAME_LC_DBA»
 «ADDRESS»
 «CITY_STATE_ZIP»
 «CONTACT_EMAIL»

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I. ACRONYMS

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

- ~~A. ARRA American Recovery and Reinvestment Act~~
- ~~B. ASO Administrative Service Organization~~
- ~~C. CCC California Civil Code~~
- ~~D. CCR California Code of Regulations~~
- ~~E. CEO County Executive Office~~
- ~~F. CFR Code of Federal Regulations~~
- ~~G. CHPP COUNTY HIPAA Policies and Procedures~~
- ~~H. COI Certificate of Insurance~~
- ~~I. DHCS Department of Health Care Services~~
- ~~J. DRS Designated Record Set~~
- ~~K. GAAP General Accepted Accounting Principles~~
- ~~L. HCA Health Care Agency~~
- ~~M. HHS Health and Human Services~~
- ~~N. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191~~
- ~~O. HSC California Health and Safety Code~~
- ~~P. ISO Insurance Services Office~~
- ~~Q. MHSA Mental Health Services Act~~
- ~~R. OIG Office of Inspector General~~
- ~~S. OMB Office of Management and Budget~~
- ~~T. OPM Federal Office of Personnel Management~~
- ~~U. PC State of California Penal Code~~
- ~~V. PEI Prevention and Early Intervention~~
- ~~W. PCP Primary Care Provider~~
- ~~X. PHI Protected Health Information~~
- ~~Y. PI Personally Identifiable Information~~
- ~~Z. P&P Policy and Procedure~~
- ~~AA. PRA Public Record Act~~
- ~~AB. SIR Self-Insured Retention~~
- ~~AD. USC United States Code~~
- ~~AE. WIC State of California Welfare and Institutions Code~~

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

A.	AES	Advanced Encryption Standard
B.	ARRA	American Recovery and Reinvestment Act
C.	BCP	Business Continuity Plan
D.	CCC	California Civil Code
E.	CCR	California Code of Regulations
F.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
G.	CEO	County Executive Office
H.	CFR	Code of Federal Regulations
I.	CHHS	California Health and Human Services Agency
J.	CHPP	COUNTY HIPAA Policies and Procedures
K.	CIPA	California Information Practices Act
L.	CMPPA	Computer Matching and Privacy Protection Act
M.	COI	Certificate of Insurance
N.	DHCS	Department of Health Care Services
O.	DoD	Department of Defense
P.	DRP	Disaster Recovery Plan
Q.	DRS	Designated Record Set
R.	E-Mail	Electronic Mail
S.	ePHI	Electronic Protected Health Information
T.	FIPS	Federal Information Processing Standards
U.	FTE	Full Time Equivalent
V.	GAAP	General Accepted Accounting Principles
W.	HCA	Health Care Agency
X.	HHS	Health and Human Services
Y.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
Z.	HSC	California Health and Safety Code
AA.	ICC	Intensive Care Coordination
AB.	ID	Identification
AC.	IEA	Information Exchange Agreement
AD.	ISO	Insurance Services Office
AE.	MHSA	Mental Health Services Act
AF.	OIG	Office of Inspector General
AG.	OMB	Office of Management and Budget
AH.	OPM	Federal Office of Personnel Management

1	AI. PC	State of California Penal Code
2	AJ. PEI	Prevention and Early Intervention
3	AK. PCP	Primary Care Provider
4	AL. PHI	Protected Health Information
5	AM. PI	Personal Information
6	AN. PII	Personally Identifiable Information
7	AO. P&P	Policy and Procedure
8	AP. PRA	Public Record Act
9	AQ. SIR	Self-Insured Retention
10	AR. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
11		Public Law 111-005
12	AS. USC	United States Code
13	AT. WIC	State of California Welfare and Institutions Code

14 15 **II. ALTERATION OF TERMS**

16 ~~A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully~~
 17 ~~expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject~~
 18 ~~matter of this Agreement.~~

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

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

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

30 **III. ASSIGNMENT OF DEBTS**

31 Unless this Agreement is followed without interruption by another Agreement between the parties
 32 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 33 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 34 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
 35 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
 36 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 37 said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA P&Ps relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from or
 2 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
 3 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
 4 overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

16 V. CONFIDENTIALITY

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

20 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
 21 Agreement are clients of the Orange County Mental Health services system, and therefore it may be
 22 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
 23 regarding specific clients with COUNTY or other providers of related services contracting with
 24 COUNTY.
 25

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

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

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

resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. COST REPORT

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

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

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

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

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

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

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

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

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

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

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

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

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other

services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

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

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

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

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of

(provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an

assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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IX. EQUIPMENT

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

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

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

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

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

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

E. QUALIFIED INSURER

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

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

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

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

G. REQUIRED COVERAGE FORMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

1 C. AUDIT RESPONSE

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

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

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

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

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22 **XIII. LICENSES AND LAWS**

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

31 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

36 b. In the case of a contractor doing business in a form other than as an individual, the
37 name, date of birth, social security number, and residence address of each individual who owns an

1 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

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

18 1. ARRA of 2009.

19 2. WIC, Divisions 5, 6 and 9.

20 3. State of HSC, §§1250 et seq.

21 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

22 5. CCR, Title 9, Title 17, and Title 22.

23 6. CFR, Title 42 and Title 45.

24 7. USC Title 42.

25 8. Federal Social Security Act, Title XVIII and Title XIX.

26 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

27 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.

28 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

29 12. 31 USC 7501.70, Federal Single Audit Act of 1984.

30 13. P&Ps set forth in MHSA.

31 14. P&Ps set forth in DHCS Letters.

32 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

33 16. OMB Circulars A-87, A-89, A-110, A-122.

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

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

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

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

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

XV. MAXIMUM OBLIGATION

~~—The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Socialization Program for Isolated Adults and Older Adults Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.~~

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or

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changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XVIII. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for

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purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

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

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

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
12 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
13 all information that is requested by the PRA request.

14 **XXI. RESEARCH AND PUBLICATION**

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

17 **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

XXV. STATUS OF CONTRACTOR

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

XXVI. TERM

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

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

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XXVII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar day's written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole

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discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

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

XXVIII. THIRD PARTY BENEFICIARY

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

XXIX. WAIVER OF DEFAULT OR BREACH

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

1 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
2 Agreement.
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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
State of California.

«UC_NAME_UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES
WITH
«UC_NAME_UC_DBA»
JULY 1, 2013 THROUGH ~~JUNE 30, 2014~~ SEPTEMBER 30, 2014

I. DEFINITIONS

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

A. Assessment means a professional review and evaluation of an individual's mental health needs and conditions in order to determine the most appropriate course of services.

B. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

C. Case Management means the delivery of individual guidance and support services. Case management services include; but are not limited to, referrals and linkages to needed services such as; resources, coaching, and assistance with translation and transportation.

D. Evaluation means the systematic investigation of the value and impact of an intervention or program.

E. Follow-up means ensuring that the participant has linked to the referred service and/or successfully transitioned from one service to another.

F. Group Intervention means the delivery of services to more than one individual or family.

G. Individual Intervention means any strategies or services rendered to a participant on a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.

H. Linkage means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.

I. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

J. MHSA means the law that provides funding for expanded community mental health services act, also known as "Proposition 63."

K. Outreach means contact with potential participants to link them to appropriate behavioral health and supportive services; which may include media-based activities that educate the community about services offered and requirements for participation in the program.

L. Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of mental illness.

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

N. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

O. Prevention means the group or individual interventions that occur before the initial onset of a mental health disorder. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.

P. Referral means an individual receives information or contacts for services or programs, or an unsuccessful linkage attempt.

Q. Support Group means a group consisting of eight (8) to twelve (12) people (led by a therapist and a co-facilitator/survivor) who provide one another with unconditional support, information, and skills to cope with the psychological stressors and/or loss associated with attempted or completed suicide.

R. Training means the action or method used to transfer skills and/or knowledge to a target audience.

S. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.

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II. BUDGET

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

BUDGET**ADMINISTRATIVE COSTS**

«ADMIN_SALARIES»	\$ «ADM_SAL_1»
«ADMIN_BENEFITS»	«ADM_BEN_1»
«ADMIN_SERV_SUPP»	«ADM_SS_1»
«ADMIN_PROF_FEES»	«ADM_PROF_1»
«ADMIN_IND_COSTS»	«ADM_IC_1»
SUBTOTAL ADMINISTRATIVE	\$ «ADM_SUB_1»

PROGRAM COSTS

«PR_CO_SALARIES»	\$ «PGM_SAL_1»
«PR_CO_BENEFITS»	«PGM_BEN_1»
«PR_CO_SALARIES1»	«PGM_SS_1»
«PR_CO_SUCON»	«PGM_SUBC_1»
SUBTOTAL PROGRAM	\$ «PGM_SUB_1»

TOTAL GROSS COSTS

\$ «TOTAL_G_COSTS»

REVENUE

— MHSA	\$ «REV_1»
TOTAL REVENUE	\$ «REV_TOTA_1»

MAXIMUM OBLIGATION

\$ «MAX_OB_1»

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

	PERIOD ONE	PERIOD TWO	TOTAL
ADMINISTRATIVE COSTS			
«Admin_Bdgt_Header_1»	«P1_Admin_Sal»	«P2_Admin_Sal»	«Ttl_Admin_Sal»
«Admin_Bdgt_Header_2»	«P1_Admin_Ben»	«P2_Admin_Ben»	«Ttl_Admin_Ben»
«Admin_Bdgt_Header_3»	«P1_Admin_SS»	«P2_Admin_SS»	«Ttl_Admin_SS»
«Admin_Bdgt_Header_4»	«P1_Admin_Indirect	«P2_Admin_Indirec	«Ttl_Admin_Indirec
	»	t»	t»
SUBTOTAL	«P1_Admin_Subt»	«P2_Admin_Subt»	«Ttl_Admin_Subt»
ADMINISTRATIVE			
PROGRAM COSTS			
«Prgm_Bdgt_Header_1»	«P1_Prgm_Sal»	«P2_Prgm_Sal»	«Ttl_Prgm_Sal»
«Prgm_Bdgt_Header_2»	«P1_Prgm_Ben»	«P2_Prgm_Ben»	«Ttl_Prgm_Ben»
«Prgm_Bdgt_Header_3»	«P1_Prgm_SS»	«P2_Prgm_SS»	«Ttl_Prgm_SS»
«Prgm_Bdgt_Header_4»	«P1_Prgm_Subc»	«P2_Prgm_Subc»	«Ttl_Prgm_Subc»
SUBTOTAL PROGRAM	«P1_Prgm_Subt»	«P2_Prgm_Subt»	«Ttl_Prgm_Subt»
TOTAL GROSS COSTS	«P1_Total_Gross_Co	«P2_Total_Gross_C	«Ttl_Total_Gross_C
	sts»	osts»	osts»
REVENUE			
MHSA	«P1_Funding»	«P2_Funding»	«Ttl_Funding»
TOTAL REVENUE	«P1_Total_Funding»	«P2_Total_Funding	«Ttl_Total_Funding
	»	»	»
MAXIMUM OBLIGATION	«P1_Max_Ob»	«P2_Max_Ob»	«Ttl_Max_Ob»”

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the

request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP. The client eligibility determination and the fee charged to and collected from clients, if applicable, together with a record of all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

III. PAYMENTS

~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the months of July through December 2013 at the provisional amount of \$«ARREARS_1» per month, and for the months January through June 2014 at the provisional amount of \$«ARREARS_2» per month provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.~~

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the months of July through December 2013 at the provisional amount of \$«Arrears 1» per month, and for the months January 2014 through September 2014 at the provisional amount of \$«Arrears 2» per month provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.

B. Monthly payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the

provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

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

IV. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a facility/(ies) for the provision of Socialization Program for Isolated Adults and Older Adults services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to support the services identified within the Agreement.

«FAC_NAME»

«FACILITY_ADDR»

«FAC_C_S_Z»

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2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours until 8:00 p.m. and on weekends in order to accommodate participants unable to participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

3. CONTRACTOR shall promote participants' access to services by providing services throughout the community in locations beyond the designated facility. Other locations may include but not be limited to private homes, schools, offices, and other community locations appropriate for the provision of services.

B. SOCIALIZATION SERVICES

1. CONTRACTOR shall provide Socialization Program for Isolated Adults and Older Adults services, hereafter referred to as Socialization Services, to target populations in Orange County that have been identified by CONTRACTOR as being at risk for isolation and/or depression, and who are homebound and/or in an isolated environment as follows:

- a. Primary – isolated, older adults, ages sixty and over; and
- b. Secondary – isolated adults, ages twenty-six to fifty-nine.

2. CONTRACTOR shall make appropriate transportation available to participants who do not have acceptable access to transportation, to take participants to group socialization activities at community senior centers, or other appropriate community events.

3. CONTRACTOR shall provide participants with education materials on topics such as isolation, depression, daily functioning, community resources for families and caregivers, and other topics deemed necessary by CONTRACTOR and approved by the ADMINISTRATOR. CONTRACTOR shall also actively educate the community and/or target groups that work with isolated adults and older adults about the program's nature and scope of services to promote visibility and access.

4. CONTRACTOR shall encourage the gradual transition of participants from individual to group activities over a six (6) to twelve (12) month period of time. This transition should progress from one-to-one, largely in-home contact with a designated Life Coach, to appropriate activities in group settings, either in person at a local, community-based socialization center, or via any other approved community resource that builds socialization opportunities, such as telephonic activity groups. Follow-up with participants shall be conducted at least once within sixty (60) calendar days of the successful transition to group activities as an ongoing component of program completion, as life circumstances change for each participant.

5. CONTRACTOR shall make every reasonable effort to accommodate participants' cultural and linguistic needs and shall communicate with the other Socialization Services providers should referrals be lacking or overwhelming, and will seek assistance from the other Socialization Services providers to obtain or transfer potential participants in need of services. CONTRACTOR shall either

1 directly offer group activities according to the participant's individualized socialization plan, or refer the
 2 participant to the other Socialization Services providers that offer socialization, education, and/or
 3 support groups.

4 6. CONTRACTOR shall offer participants who demonstrate a high risk of mental illness
 5 individualized access to a more intensive assessment of psychosocial vulnerabilities, and when
 6 applicable, shall be encouraged to follow-up with an existing PCP and receive professional consultation
 7 support from CONTRACTOR's telegeropsychiatrist.

8 7. CONTRACTOR shall provide assistance for participants who do not have an existing PCP,
 9 to locate a satisfactory community resource, for which the telegeropsychiatrist shall be accessible for
 10 consultation.

11 8. CONTRACTOR shall when applicable, actively engage and promote interested participants
 12 in becoming volunteers and provide them with necessary support and opportunities to apply knowledge
 13 and skills learned for the benefits of the participants and the community.

14 9. CONTRACTOR shall coordinate with the telegeropsychiatrist to provide trainings for
 15 community PCPs on identifying, treating and referring isolated adults and older adults to reduce the
 16 incidence and severity of mental health issues in this population.

17 10. The length of a participant's participation in the program, per the PEI guidelines, shall be
 18 six (6) to twelve (12) months.

19 11. CONTRACTOR shall provide the following types of program services:

20 a. Outreach

21 1) CONTRACTOR shall contact individuals, twenty-six (26) years old and above,
 22 with a special emphasis on those over the age of fifty-five (55), who are homebound and/or living in
 23 isolated environments to assess the potential participant's strengths, vulnerabilities, interests, and
 24 demographic characteristics.

25 2) CONTRACTOR shall conduct interviews of individuals by phone or in person,
 26 within three (3) calendar days of the initial inquiry.

27 3) CONTRACTOR shall conduct individual home visits in order to assess potential
 28 participant's strengths, vulnerabilities, interests, and demographic characteristics.

29 b. Assessment and Individualized Socialization Plan Development

30 1) CONTRACTOR shall use screening tools such as the Patient Health Questionnaire
 31 (PHQ-9), WHO 5 Well-Being Index, and the Social Functioning Survey to assess potential participants
 32 and to develop the individualized socialization plan.

33 2) CONTRACTOR shall maintain responsibility for those individuals whose
 34 vulnerabilities exceed the socialization program's scope, and shall maintain contact with those
 35 individuals until CONTRACTOR connects them with other, more appropriate resources.

36 c. Matching

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1) CONTRACTOR shall pair participants with staff and/or volunteers, and assign participants to a waiting list, if necessary.

2) CONTRACTOR shall maintain periodic contact with waitlisted participants until such time as a staff member can begin face-to-face contact.

d. Activities

1) CONTRACTOR shall perform activities with participants, to include, but not be limited to, the following:

a) Community Events - participation in organized events where information about the program is shared with other service providers, potential participants and community members.

b) Volunteer Hours - Hours spent by an individual who provides either direct or supportive services and receives no monetary compensation.

c) Home Visit - A meeting with a participant outside of the provider's office at a location that is convenient for the participant.

d) Resource Linkage - When an individual is connected to programs or services through warm hand-off or follow-up to ensure the connection is made.

e) Follow-up - A contact made within 60 days of a participant's discharge from the program to support participant's ongoing socialization plan.

f) Education/Skills Groups - A meeting conducted by your agency of two (2) or more participants which has a focus of providing information and/or teaching a skill.

g) Socialization Groups - A meeting/group facilitated by your agency, consisting of two (2) or more participants which has a focus of providing an opportunity for the participants to interact/socialize with others.

h) Telegeropsychiatrist Consultation Hours - Hours of service provided by the telegeropsychiatrist, including consultation with program staff regarding participants, psychiatric assessment and evaluation, case management, education or consultation to PCPs.

i) Telegeropsychiatrist PCPs Trained - Number of primary care and medical support providers who receive training from the telegeropsychiatrist on assessing, identifying, treating and referring isolated adults and older adults.

j) Transportation Trips - One-way transportation for which the contractor facilitates or provides the transportation.

~~12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:~~

~~«COM_EVE»~~

~~«VOL_HRS»~~

~~«HOM_VIS»~~

~~«RES_LINK»~~

~~«UNIT_CE»~~

~~«UNIT_VH»~~

~~«UNIT_HV»~~

~~«UNIT_RL»~~

1	— «FOLL_UP»	«UNIT_FU»
2	— «ED_SK_GRP»	«UNIT_ESG»
3	— «SOC_GRP»	«UNIT_SG»
4	— «TEL_CON_HRS»	«UNIT_TCH»
5	— «TEL_PC_TR»	«UNIT_TPT»
6	— «TRAN_TR»	«UNIT_TT»

12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:

UNIT OF SERVICE CATEGORY	PERIOD ONE	PERIOD TWO
«UOS_Cat_1»	«P1_UOS_Cat_1_»	«P2_UOS_Cat_1_»
«UOS_Cat_2»	«P1_UOS_Cat_2_»	«P2_UOS_Cat_2_»
«UOS_Cat_3»	«P1_UOS_Cat_3_»	«P2_UOS_Cat_3_»
«UOS_Cat_4»	«P1_UOS_Cat_4_»	«P2_UOS_Cat_4_»
«UOS_Cat_5»	«P1_UOS_Cat_5_»	«P2_UOS_Cat_5_»
«UOS_Cat_6»	«P1_UOS_Cat_6_»	«P2_UOS_Cat_6_»

C. OUTCOME MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures across all services. Outcome measures shall include, but are not limited to Social Functioning Survey, Patient Health Questionnaire (PHQ-9), WHO 5 Well-Being Index, and Participant Satisfaction Survey completed at program start, at a designated point-in-time, and upon completion. After participant exits the program, CONTRACTOR shall follow-up to track sustainability of social functioning. For participants who demonstrate a level of emotional vulnerability that exceeds the program scope, linkages will be made for more intensive intervention.

2. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.

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

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V. STAFFING

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

FTEs

«ADMIN»

«ADMIN_1_1»

«ADMIN_2_1»

«ADMIN_3_1»

«ADMIN_4_1»

«ADMIN_5_1»

«ADMIN_6_1»

«ADMIN_7_1»

«ADMIN_8_1»

«ADMIN_9_1»

«ADMIN_10_1»

«SUBTOTAL_ADMINISTRATION»

«FTE_1_A»

«FTE_2_A»

«FTE_3_A»

«FTE_4_A»

«FTE_5_A»

«FTE_6_A»

«FTE_7_A»

«FTE_8_A»

«FTE_9_A»

«FTE_10_A»

«FTE_SUB_11A»

PROGRAM

«PGM_1_1»

«PGM_2_1»

«PGM_3_1»

«PGM_4_1»

«PGM_5_1»

«PGM_6_1»

«PGM_7_1»

«PGM_8_1»

«PGM_9_1»

«PGM_10_1»

SUBTOTAL PROGRAM

«FTE_1_P»

«FTE_2_P»

«FTE_3_P»

«FTE_4_P»

«FTE_5_P»

«FTE_6_P»

«FTE_7_P»

«FTE_8_P»

«FTE_9_P»

«FTE_10_P»

«FTE_SUB_11P_»

«SUBCONTRACTOR»

«SUBC_1»

«Sub_SC»

«SUBC_2»

TOTAL FTEs

«TTL_FTE_1»

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

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

D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.

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

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

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

VI. REPORTS

A. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

B. FISCAL

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1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested.

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

VII. RESPONSIBILITIES

A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Program P&Ps as referenced in the Agreement.

B. CONTRACTOR shall ensure that all staff, interns, and volunteers complete necessary training prior to performing duties associated with their titles and receive scheduled ongoing supervision and support as deemed appropriate. These trainings might include, but not limited to, components as specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to assist ADMINISTRATOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

C. CONTRACTOR shall ensure that CONTRACTOR's program staff, pursuant to the Agreement, complete COUNTY's Annual Compliance Training and attend trainings as requested by ADMINISTRATOR.

1 D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual
2 and other issues related to, but not limited to, compliance with the Agreement, program services, and
3 performance objectives and outcomes.

4 E. CONTRACTOR shall provide effective administrative management of the budget, staffing,
5 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to
6 subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the qualifications and
7 capacity to perform all delegated responsibilities. Effective administrative management shall include,
8 but is not limited to the following:

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

20 F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues
21 that adversely affect the quality or accessibility of participant-related services provided by, or under
22 contract with the COUNTY.

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

28 H. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or
29 volunteers to conduct research activity on participants without obtaining prior written authorization from
30 ADMINISTRATOR.

31 I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
32 ensure compliance with units of service standards, productivity, and performance measures.

33 J. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

34 K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&P's.

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES
WITH
«UC_NAME UC_DBA»
JULY 1, 2013 THROUGH SEPTEMBER 30, 2015

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 to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

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B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

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

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

16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and control access to it.

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

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

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

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

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

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

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

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may

also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

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

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

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

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

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

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

3. Audit Controls

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

1 levels of protection. Reviews should include vulnerability scanning tools.

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

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

9 4. Business Continuity/Disaster Recovery Control

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

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

22 5. Paper Document Controls

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the

proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

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

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

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

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

3 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

23 3. The obligations of this Business Associate Contract shall survive the termination of the
24 Agreement."

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES
WITH
«UC_NAME UC_DBA»
JULY 1, 2013 THROUGH SEPTEMBER 30, 2014

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, CCC § 1798.29(d).

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

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

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

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

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

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

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR - CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the

1 same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR
2 with respect to such information.

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

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

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

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

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

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

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