

1 AGREEMENT FOR PROVISION OF
2 VOLUNTEER TO WORK ~~PROJECT~~PROGRAM SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA

7 JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2016

8
9 THIS AGREEMENT entered into this 1st day of July ~~2013~~2015, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA, a California nonprofit
12 corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health
13 Care Agency (ADMINISTRATOR).

14
15 **W I T N E S S E T H:**

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Volunteer to Work ~~Project~~Program services described herein to the residents of Orange County; and

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

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2015 through June 30, ~~2015~~2016

~~Period One means the period from July 1, 2013 through June 30, 2014~~

~~Period Two means the period from July 1, 2014 through June 30, 2015~~

Maximum Obligation:

~~Period One Maximum Obligation: \$ 592,312~~

~~Period Two Maximum Obligation: \$ [REDACTED]~~

~~[REDACTED] \$541,510~~

~~TOTAL MAXIMUM OBLIGATION: \$1,133,822~~

Basis for Reimbursement: [REDACTED] Actual Cost

Payment Method: ~~Provisional Amount~~ [REDACTED] Monthly in Arrears

CONTRACTOR DUNS Number: 07-815-6551

CONTRACTOR TAX ID Number: 95-1644018

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Goodwill Industries of Orange County, California
~~401~~410 North Fairview Street
Santa Ana, CA 92703

~~Carlos Burela~~ Doug Wooley, Director of ~~Employment Services~~ Workforce

Development

~~carlosb~~ dwooley@ocgoodwill.org

I. ACRONYMS

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

1			
2			
3			
4	A.	ARRA	American Recovery and Reinvestment Act
5	B.	AES	Advanced Encryption Standard
6	C.	ASRS	Alcohol and Drug Programs Reporting System
7	D.	BCP	Business Continuity Plan
8	E.	CCC	California Civil Code
9	E F.	CCR	California Code of Regulations
10	G.	D CD/DVD	Compact Disc/Digital Video or Versatile Disc
11	H.	CEO	County Executive Office
12	I.	E. CFR	Code of Federal Regulations
13	F J.	CHHS	California Health and Human Services Agency
14	K.	CHPP	COUNTY HIPAA Policies and Procedures
15	L.	CHS	Correctional Health Services
16	M.	CIPA	California Information Practices Act
17	N.	CMPPA	Computer Matching and Privacy Protection Act
18	O.	G. COI	Certificate of Insurance
19	H P.	D/MC	Drug/Medi-Cal
20	Q.	DHCS	Department of Health Care Services
21	R.	DoD	US Department of Defense
22	S.	DPFS	Drug Program Fiscal Systems
23	T.	DRP	Disaster Recovery Plan
24	U.	I. DRS	Designated Record Set
25	V.	E-Mail	Electronic Mail
26	W.	EHR	Electronic Health Records
27	X.	ePHI	Electronic Protected Health Information
28	Y.	FIPS	Federal Information Processing Standards
29	Z.	J. FTE	Full-time Equivalents
30	K. AA.	GAAP	Generally Accepted Accounting Principles
31	AB.	L. HCA	Health Care Agency
32	M AC.	HHS	Health and Human Services
33	AD.	HIPAA	Health Insurance Portability and Accountability Act of 1996,
34		Public	Law 104-191
35	NAE .	HSC	California Health and Safety Code
36	AF.	ID	Identification
37	AG.	IEA	Information Exchange Agreement

1	AH.	O. INN	Innovations
2	P.	ISO	Insurance Services Office
3	Q.	AI.	MHP Mental Health Plan
4	AJ.	MHSA	Mental Health Services Act
5	AK.	NIST	National Institute of Standards and Technology
6	AL.	OCJS	Orange County Jail System
7	AM.	OCPD	Orange County Probation Department
8	AN.	OCR	Office for Civil Rights
9	AO.	OCSD	Orange County Sheriff's Department
10	AP.	OIG	Office of Inspector General
11	AQ.	R.	OMB Office of Management and Budget
12	SAR.	OPM	Federal Office of Personnel Management
13	AS.	T.	P&P Policies and Procedure
14	AT.	PA DSS	Payment Application Data Security Standard
15	AU.	U.	PC State of California Penal Code
16	AV.	PCI DSS	Payment Card Industry Data Security Standard
17	AW.	V.	PHI Protected Health Information
18	W.	AX.	PI Personal Information
19	AY.	PII	Personally Identifiable Information
20	AZ.	X.	PRA Public Record Act
21	BA.	Y.	SIR Self-Insured Retention
22	Z.	BB.	The HITECH Act The Health Information Technology for Economic and Clinical
23			Health Act, Public Law 111-005
24	BC.	USC	United States Code
25	BD.	AA.	WHO World Health Organization
26	ABBE.	WIC	State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

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

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

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III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA's 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 policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR~~ CONTRACTOR's 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~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and

1 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
2 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
3 grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

35 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
36 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
37 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing

1 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
2 Ineligible Person.

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

5 **V. CONFIDENTIALITY**

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

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

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

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

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

30 **VI. COST REPORT**

32 A. CONTRACTOR shall submit ~~separate~~ a Cost ~~Reports for Period One and Period Two, or for a~~
33 ~~portion thereof.~~ Report to COUNTY no later than sixty (60) calendar days following ~~the period for~~
34 ~~which they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the individual
35 and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY
36 requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall
37 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in

1 accordance with such requirements and consistent with prudent business practice, which costs and
 2 allocations shall be supported by source documentation maintained by CONTRACTOR, and available
 3 at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple
 4 Agreements for mental health services that are administered by HCA, consolidation of the individual
 5 Cost Reports into a single consolidated Cost Report may be required, as stipulated by
 6 ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later
 7 than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to
 8 be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 35 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
 36 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
 37 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 _____"

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//
//

1 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

12 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

24 **IX. EQUIPMENT**

25 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 26 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 27 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 28 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
 29 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 30 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 31 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
 32 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
 33 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 34 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 35 depreciated according to GAAP.
 36

37 #

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

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

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

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

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

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

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

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

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

36 #

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

5 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

32 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 33 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in
 34 an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 35 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

36 ~~DE.~~ If ~~CONTRACTOR~~ CONTRACTOR fails to maintain insurance acceptable to COUNTY for the
 37 full term of this Agreement, COUNTY may terminate this Agreement.

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

2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not have an A.M. Best ~~rating~~ 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.~~ **G.** The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

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

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

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

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

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

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

13 ~~K.~~ ~~All insurance policies required by this Agreement~~ L. CONTRACTOR shall give notify
14 COUNTY in writing within thirty (30) ~~calendar~~ days ~~notice in the event~~ of any policy cancellation and
15 ten (10) ~~calendar~~ days ~~notice~~ for non-payment of premium. ~~This shall be evidenced by policy~~
16 ~~provisions or an endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY.
17 Failure to provide written notice of cancellation may constitute a material breach of the COI Agreement,
18 upon which the COUNTY may suspend or terminate this Agreement.

19 LM. If CONTRACTOR's Professional Liability policy is a "claims made" policy,
20 CONTRACTOR shall agree to maintain ~~professional liability~~ Professional Liability coverage for two (2)
21 years following completion of Agreement.

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

24 NO. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
25 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
26 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
27 adequately protect COUNTY.

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

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

36 QR. SUBMISSION OF INSURANCE DOCUMENTS

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

1 a. Prior to the start date of this Agreement.
 2 b. No later than the expiration date for each policy.
 3 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 4 changes to any of the insurance types as set forth in Subparagraph ~~FG~~ of this Agreement.

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

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

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

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

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

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

24 **XII. INSPECTIONS AND AUDITS**

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

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

1 evaluation or monitoring.

2 C. AUDIT RESPONSE

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

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

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

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

22
23 **XIII. LICENSES AND LAWS**

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

32 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 b. In the case of a contractor doing business in a form other than as an individual, the

1 name, date of birth, social security number, and residence address of each individual who owns an
2 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

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

19 1. ARRA of 2009.

20 2. WIC, ~~Divisions 5, 6 and 9~~ Division 5, Community Mental Health Services.

21 3. ~~State of~~ WIC, Division 6, Admissions and Judicial Commitments.

22 4. WIC, Division 7, Mental Institutions.

23 5. HSC, §§1250 et seq., Health Facilities.

24 6. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to~~ §§11164-11174.3, Child Abuse and
25 Neglect Reporting Act.

26 7. CCR, Title 9, Rehabilitative and Developmental Services.

27 8. CCR, Title 17, Public Health.

28 9. CCR, Title 17, and Title 22, Social Security.

29 ~~6.~~ 10. CFR, Title 42 and, Public Health.

30 11. CFR, Title 45, Public Welfare.

31 12. USC Title 42, Public Health and Welfare.

32 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

33 14. ~~9.~~ 42 USC, Chapter 126, §12101, et seq., the Americans with Disabilities Act of
34 1990.

35 15. ~~10.~~ 42 USC, §114 and §§1857, et seq., the Clean Air Act.

36 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

37 17. 31 USC 7501.70, Federal Single Audit Act of 1984.

~~13~~18. Policies and procedures set forth in Mental Health Services Act.

~~19.~~ ~~14.~~ Policies and procedures set forth in DHCS Letters.

~~15~~20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

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

21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XV. MAXIMUM OBLIGATION

The ~~Total~~ Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance with this Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ is as specified in the Referenced Contract Provisions of this Agreement.

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

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

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

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

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

1 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 2 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 3 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 4 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 5 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
 6 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
 7 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 8 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 9 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code
 10 of Regulations; ~~and~~ Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC
 11 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 12 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 13 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 14 limited to the following based on one or more of the factors identified above:

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

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

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

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

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

37 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as

1 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an
2 appeal.

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

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

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

19 **XVII. NOTICES**

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

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

25 2. When faxed, transmission confirmed;

26 3. When sent by Email; or

27 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
28 Service, or any other expedited delivery service.
29

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

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

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

3
4 **XVIII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

27
28 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

36 //
37 //

1 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 terminal.

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

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

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

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

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

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

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

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

25 ~~— O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out~~
26 ~~of, this Agreement, within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR~~
27 ~~all information that is requested by the PRA request.~~

28 **XXI. RESEARCH AND PUBLICATION**

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

32 **XXII. RIGHT TO WORK AND REVENUE MINIMUM WAGE LAWS**

33 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
34 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
35 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives.
36
37

1 according to their ability to pay as determined by the State Department of Health Care Services'
 2 "Uniform Method of Determining Ability to Pay" (UMDAP) procedure or by any other payment
 3 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
 4 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
 5 No client shall be denied services because of an inability to pay.

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

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

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

18 **XXIII. MINIMUM WAGE LAWS**

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

26 **— B**

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

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

37 **C.** Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,

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

5 **XXIV. SEVERABILITY**

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

12 **XXV. SPECIAL PROVISIONS**

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

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

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

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

1 purpose of client care.

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

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

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

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

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

10 **XXVI. STATUS OF CONTRACTOR**

11 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
12 wholly responsible for the manner in which it performs the services required of it by the terms of this
13 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
14 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
15 relationship of employer and employee, or principal and agent, between COUNTY and
16 CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors.
17 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
18 consultants, or subcontractors as they relate to the services to be provided during the course and scope
19 of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not
20 be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any
21 manner to be COUNTY's employees.
22

23 **XXVII. TERM**

24 A. The term of this Agreement shall commence ~~and~~ as specified in the Referenced Contract
25 Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate
26 as specified in the Referenced Contract Provisions of this Agreement; unless otherwise sooner
27 terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to
28 perform such duties as would normally extend beyond this term, including but not limited to,
29 obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
30

31 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
32 weekend or holiday may be performed on the next regular business day.
33

34 **XXVIII. TERMINATION**

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

37 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon

1 five (5) calendar ~~days~~days' written notice if CONTRACTOR fails to perform any of the terms of this
 2 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
 3 (30) calendar days for corrective action.

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

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

20 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

23
24 **XXIX. THIRD PARTY BENEFICIARY**

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

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

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

34 //
35 //
36 //
37 //

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

3
4 GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

28
29
30 BY: _____ DATED: _____

31 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT
 3 FOR PROVISION OF
 4 VOLUNTEER TO WORK ~~PROJECT~~ PROGRAM SERVICES
 5 WITH
 6 BETWEEN
 7 COUNTY OF ORANGE
 8 AND
 9 GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA
 10 JULY 1, ~~2013~~ 2015 THROUGH JUNE 30, ~~2015~~ 2016

11
 12 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

bodies of advocacy organizations and finally, produces specific outcomes.

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

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

7. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Consumers and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual ~~who is currently or has been enrolled in COUNTY Behavioral Health Services Network of Care~~ needs in the most effective way possible. This includes supportive assistance to the Consumer in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. FSP

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

1) Crisis management;

2) Housing Services;

3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;

4) Community-based Wraparound Recovery Services;

5) Vocational and Educational services;

6) Job Coaching/Developing;

7) Consumer employment;

8) Money management/Representative Payee support;

9) Flexible Fund account for immediate needs;

10) Transportation;

11) Illness education and self-management;

12) Medication Support;

13) Co-occurring Services;

14) Linkage to financial benefits/entitlements;

15) Family and Peer Support; and

16) Supportive socialization and meaningful community roles.

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

c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased

1 employment opportunities and retention, linkage to medical providers, etc.) and become more
2 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence
3 by progressing to lower level of care or out of the “intensive case management need” category.

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

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

15 22. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and
16 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
17 services.

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

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

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

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

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

37 //

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

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

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

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

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

16 e. Medication Support Services means those services provided by a licensed physician,
 17 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
 18 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
 19 symptoms of mental illness. These services also include evaluation and documentation of the clinical
 20 justification and

21 ~~—B.~~ effectiveness for use of the medication, dosage, side effects, compliance and response to
 22 medication, as well as obtaining informed consent, providing medication education and plan
 23 development related to the delivery of the service and/or assessment of the beneficiary.

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

28 ~~g. Innovation Projects mean research projects to evaluate the effectiveness of new~~
 29 ~~approaches and practices. By their very nature, not all Innovation Projects will be successful. Innovation~~
 30 ~~Projects are expected to be about one to three years long—although in some instances the length of the~~
 31 ~~Project may be extended. A thorough evaluation of each Project will be conducted and the findings~~
 32 ~~disseminated. Those Projects deemed “unsuccessful” will be discontinued. To continue those Projects~~
 33 ~~showing positive outcomes, another funding source must be identified.~~

34 ~~—C~~ Targeted Case Management means services that assist a beneficiary to access needed medical,
 35 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
 36 activities may include, but are not limited to, communication, coordination and referral; monitoring
 37 service delivery to ensure beneficiary access to service and the service delivery system; monitoring of

1 the beneficiary's progress; and plan development.

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

6 29. Mental Health Worker means an individual that assists in planning, developing and
 7 evaluating mental health services for Consumers; provides liaison between Consumers and service
 8 providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,
 9 counseling, or social work, or has two years of experience providing client related services to
 10 Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral
 11 science field such as psychology, counseling, or social work may be substituted for up to one year of the
 12 experience requirement.

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

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

18 32. MHSA means ~~Mental Health Services Act~~ and refers to the law that provides funding for
 19 expanded community ~~mental health services.~~ Mental Health Services. It is also known as "Proposition
 20 63."

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

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

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

36 36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
 37 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider

1 as set forth in HIPAA.

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

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

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

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

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

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

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

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

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

36 46. PSC means Personal Services Coordinator and refers to an individual who will be part of a
37 multi-disciplinary team that will provide community based Mental Health Services to adults that are

1 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and
 2 Recovery principles. The PSC is responsible for clinical care and case management of assigned
 3 Consumer and families in a community, home, or program setting. This includes assisting Consumers
 4 with mental health, housing, vocational and educational needs. The position is also responsible for
 5 administrative and clinical documentation as well as participating in trainings and team meetings. The
 6 PSC shall be active in supporting and implementing the program's philosophy and its individualized,
 7 strength-based, culturally/linguistically competent and Consumer-centered approach.

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

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

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

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

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

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

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

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

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

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

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

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

55. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Consumer liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

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

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

~~D. Orange County Innovation Plan is defined as an innovative project, for purposes of the DHCS guidelines, as one that contributes to learning rather than a primary focus on providing that service. By providing the opportunity to "try out" new approaches that can inform current and future practices/approaches in communities, an innovation contributes to learning in one or more of the following three ways:~~

~~1. Introduces new mental health practices/approaches including prevention and early intervention that have never been done;~~

~~2. Makes a change to an existing mental health practice/approach, including adaptation for a new setting or community;~~

~~3. Introduces a new application to the mental health system of a promising community driven practice/approach or a practice/approach that has been successful in non-mental health contexts or settings.~~

~~E. Paraprofessional means a title given to persons under the Agreement, who are trained to assist other clinicians/professional but are not licensed or in the licensing process at a professional level.~~

~~F. Participant means an individual, who is enrolled in CONTRACTOR's program for services under the Agreement, who meets Title 9 criteria for mental health services.~~

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

//

II. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ 44,712	\$ 44,712	\$ 89,424
SUBTOTAL ADMINISTRATIVE COST	\$ 44,712	\$ 44,712	\$ 89,424
PROGRAM COST			
Salaries	\$320,320 329,930	\$320,320	\$ 640,640
Benefits	89,690 91,190	89,690	179,380
Services and Supplies	75,988 66,588	75,988	151,976
Flexible Funds	10,800 9,090	10,800	21,600
Start-Up Costs	50,802	0	50,802
SUBTOTAL PROGRAM COST	\$547,600 \$496,798		\$1,044,398
TOTAL GROSS COST	\$592,312 \$541,510		\$1,133,822
REVENUE			
MHSA	592,312 541,510		1,133,822
TOTAL REVENUE	\$592,312 \$541,510		\$1,133,822
TOTAL MAXIMUM OBLIGATION	\$592,312 \$541,510		\$1,133,822

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, 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

1 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
2 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
3 may result in disallowance of those costs.

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

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

11 **III. PAYMENTS**

12
13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$~~49,360~~
14 ~~per month for Period One and \$45,126 per month for Period Two.~~ All payments are interim payments
15 only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement
16 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder
17 provided, however, the total of such payments does not exceed the Maximum Obligation in the
18 Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are
19 reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its
20 discretion, pay supplemental invoices for any month for which the provisional amount specified above
21 has not been fully paid.

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

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

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

36 B. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and
37 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day

1 of the month. Invoices received after the due date may not be paid within the same month. Payments to
2 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
3 receipt of the correctly completed invoice.

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

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

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

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

14
15 **IV. SERVICES**

16 **A. FACILITY**

17 ~~1. CONTRACTOR shall maintain offices one (1) facility for the provision of services~~
18 ~~described herein at the following location, or any other location approved, in advance, in writing, by~~
19 ~~ADMINISTRATOR:~~

20
21 ~~12419 Lewis Street, Suite 102~~
22 ~~Garden Grove, CA 92840~~

23
24 ~~2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by~~
25 ~~ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide~~
26 ~~services during evening hours, on weekdays, and on weekends, when necessary, in order to~~
27 ~~accommodate Participants.~~

28 ~~3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule~~
29 ~~unless otherwise approved in writing by ADMINSTRATOR.~~

30 ~~B. INDIVIDUAL TO BE SERVED~~ CONTRACTOR shall provide services to transitional age
31 youth (ages eighteen [18] to twenty five [25]), adult (ages twenty six [26] to fifty nine [59]), and older
32 adults (ages over sixty [60+]) populations who must be legally residing in COUNTY and otherwise
33 eligible for public services under federal and state law, and are identified as having mild to severe
34 mental illness and currently receiving services either in community medical settings or in COUNTY
35 Behavioral Health Services Network of Care.

36 #

37 #

~~C. SERVICES TO BE PROVIDED~~

~~1. CONTRACTOR shall provide a community-based, Consumer-run program that uses trained Consumer mentors to facilitate the preparation and involvement of program Participants in volunteer and employment positions in the community.~~

~~2. CONTRACTOR shall employ trained Consumers and family members, which includes but is not limited to, those who have successfully graduated from a MHSA funded Consumer Paraprofessional certificate training program.~~

~~3. CONTRACTOR shall place Participants in volunteer positions with various governmental, non-profit, or for-profit agencies as well as organizations and businesses in the private sector outside of the behavioral health field.~~

~~4. CONTRACTOR shall establish collaborative relationships with partner agencies operating contracted behavioral health programs in COUNTY, such as the Wellness Center, the Recovery Education Institute, and other available programs within COUNTY's Behavioral Health Services Network of Care, to build a strong resource network.~~

~~5. CONTRACTOR shall provide a detailed curriculum that will address planned activities, groups, and trainings, such as Empowerment Training, Train the Trainer, and other trainings, to assist Participants in building self-worth, gaining confidence, and cultivating interests and skills in order to comfortably enter the workplace. CONTRACTOR shall use trained Consumers and family members as mentors to provide these trainings.~~

~~6. CONTRACTOR shall use peer support groups that are facilitated by trained mentors. CONTRACTOR shall ensure that Participants are immediately involved in group activities to help them get acclimated to being involved with others, and to help them identify their interests and goals. CONTRACTOR shall ensure that peer support groups are formed based on the interests of the Participants, and are designed to help Participants develop an assortment of skills such as interpersonal, group, public speaking, and project management.~~

~~7. CONTRACTOR shall ensure that peer support groups provide services to specific populations in the community such as seniors, transitional age youth, veterans, and Consumers from the cultural and linguistically isolated communities, especially the Deaf and Hard of Hearing community.~~

~~8. CONTRACTOR shall establish a network of employers, especially those that serve the cultural and linguistically isolated communities, that will readily accept Participants into volunteer positions as well as temporary and permanent employment.~~

~~9. CONTRACTOR shall place Participants in volunteer positions as opportunities to "try out" employment roles while being supported by other Consumers and being involved in a flexible work schedule as a method of getting Consumers back to work.~~

~~D. PERFORMANCE OUTCOMES~~

~~1. CONTRACTOR shall engage and serve approximately one hundred (100) Participants annually;~~

~~2. Sixty present (60%) of the Participants enrolled shall engage in volunteer or employment opportunities;~~

~~3. Sixty percent (60%) of the Participants enrolled shall maintain a volunteer position for at least three (3) months; and~~

~~4. Eighty five percent (85%) of the Participants will report an improved quality of life following volunteer placement.~~

~~E. PROGRAM ASSESSMENTS~~

~~1. CONTRACTOR shall complete assessments of the Participants including, but not limited to, the following:~~

~~a. Pre and post assessment of the type and extent of Consumers' involvement with the community;~~

~~b. Participant description of the Consumer's experience with peer mentoring from another Consumer and their evaluation of its impact upon them;~~

~~c. Pre and post assessment of quality of life from the point of view of each Consumer;~~

~~d. Assessment of the number of volunteer roles taken by each Consumer and the relationship of the number of roles to job satisfaction once they are working;~~

~~e. Pre and post assessment of Consumers' confidence in their employability;~~

~~f. Assessment of Participants' success and retention in their employment;~~

~~g. Assessment of Participants' likelihood of finding employment with a community partner;~~

~~h. Outcome data will be compared with our current supportive employment program that is not part of a Consumer owned and operated organization; and~~

~~i. A satisfaction survey will be administered to both Consumers and providers at month 12th and 24th. This will allow for changes to the model that will improve the success of the Project.~~

~~2. CONTRACTOR shall utilize pre and post evaluation forms including, but not limited to, the WHO 5 and the INN Participant Satisfaction Survey to assess improvement in Participants' well-being and overall confidence in their employability.~~

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

~~#

#~~

~~V. STAFFING~~

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

PROGRAM	FTE
Program Manager	01.00
Office Specialist	01.00
Employment Specialist	02.00
Peer Support Specialist	06.00
TOTAL CONTRACT FTEs	10.00

~~B. WORKLOAD STANDARDS~~

~~1. CONTRACTOR shall include culturally and linguistically appropriate services to meet the needs of threshold languages as determined by ADMINISTRATOR. 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.~~

~~2. 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.~~

~~3. CONTRACTOR shall recruit, hire, train and maintain staff listed in the Staffing Subparagraph above who are qualified for the position(s) sought. CONTRACTOR shall maintain documentation which shall include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices, and identification of measures taken to enhance accessibility for potential staff in these categories.~~

~~4. CONTRACTOR may augment the above paid staff with volunteers or student interns upon written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.~~

~~5. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, results of background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities, pay rate, training, and evaluations justifying pay increases.~~

#

#

~~6. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.~~

~~7. 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.~~

~~8. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.~~

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

~~VI.~~ REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

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

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, analysis of performance

1 outcomes and program goals and recommendations and/or changes resulting from that analysis, and any
2 pertinent facts or interim findings, staff changes, units of service, changes in population served and
3 reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their
4 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state
5 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,
6 shall specify what steps are being taken to achieve satisfactory progress.

7 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make
8 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
9 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information
10 requested and allow twenty (20) calendar days for CONTRACTOR to respond.

11 F. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the Reports
12 Paragraph of this Exhibit A to the Agreement.

13
14 **V. RESPONSIBILITIES SERVICES**

15 **A. FACILITY**

16 1. CONTRACTOR shall maintain offices one (1) facility for the provision of services
17 described herein at the following location, or any other location approved, in advance, in writing, by
18 ADMINISTRATOR:

19
20 2250 S. Yale St., #A
21 Santa Ana, CA 92704

22
23 2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by
24 ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide
25 services during evening hours, on weekdays, and on weekends, when necessary, in order to
26 accommodate Participants.

27 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule
28 unless otherwise approved in writing by ADMINSTRATOR.

29 **B. INDIVIDUAL TO BE SERVED** – CONTRACTOR shall provide services to transitional age
30 youth (ages eighteen [18] to twenty-five [25]), adults (ages twenty-six [26] to fifty-nine [59]), and older
31 adults (ages over sixty [60+]) populations who must be legally residing in COUNTY and otherwise
32 eligible for public services under federal and state law, and are identified as having mild to severe
33 mental illness and currently receiving services either in community medical settings or in COUNTY
34 Behavioral Health Services.

35 //
36 //
37 //

1 C. SERVICES TO BE PROVIDED

2 1. CONTRACTOR shall provide a community-based program that utilizes trained Consumer
3 mentors to facilitate the preparation and involvement of program Participants in volunteer and
4 employment positions in the community.

5 2. CONTRACTOR shall employ trained Consumers and family members, which may include
6 but not be limited to, those who have successfully graduated from a Consumer Paraprofessional
7 certificate training program.

8 3. CONTRACTOR shall place Participants in volunteer positions that best meet the strengths,
9 desires, and goals of the Participant.

10 4. CONTRACTOR shall establish collaborative relationships with community partners in
11 order to build a strong resource network.

12 5. CONTRACTOR shall provide a detailed curriculum that will address planned activities,
13 groups, and trainings to assist Participants in building self-worth, gaining confidence, and cultivating
14 interests and skills in order to enter the workplace. CONTRACTOR shall utilize trained Consumers
15 and family members as mentors, whenever possible, to provide these trainings.

16 6. CONTRACTOR shall utilize peer support groups or activities that are designed based on
17 the interests of Participants to assist them in developing an assortment of skills, including but not
18 limited to, interpersonal or team-building skills that will prepare them for entering the workforce.
19 CONTRACTOR shall ensure that Participants are immediately involved in those groups or activities to
20 help them get acclimated to being involved with others, and to help them identify their interests and
21 goals.

22 7. CONTRACTOR shall ensure that peer support groups and activities provided are
23 appropriate and tailored specifically to meet the needs of the individuals to be served as identified in the
24 Services paragraph IV.B. above, which may also include but not be limited to: veterans and Consumers
25 from culturally and linguistically isolated communities.

26 8. CONTRACTOR shall establish a network of employers, especially those that serve the
27 culturally and linguistically isolated communities, who will readily accept Participants into volunteer
28 positions, or temporary and permanent employment positions.

29 9. CONTRACTOR shall place Participants in volunteer positions as opportunities to "try out"
30 employment roles while being supported by the Peer and Employment Specialists or peer volunteers
31 trained by the program. CONTRACTOR shall identify volunteer positions that offer flexible work
32 schedules as an additional incentive of getting Consumers to work, or back to work.

33 D. PROGRAM GOALS

34 1. CONTRACTOR shall engage and serve approximately one hundred sixty (160)
35 Participants annually.

36 2. CONTRACTOR shall enroll a minimum of one hundred forty-five (145) Participants
37 annually in the program.

1 3. All Participants enrolled in the program shall participate in groups, activities, or trainings
2 offered by the program.

3 4. The average time-to-placement into volunteer positions shall be maintained at eight (8)
4 weeks after enrollment.

5 E. PERFORMANCE OUTCOMES

6 1. One hundred twenty (120) Participants enrolled in the program shall be placed in volunteer
7 or employment positions.

8 2. Sixty (60) Participants enrolled in the program and placed in volunteer or employment
9 positions shall maintain their positions for at least ninety (90) days, after which they may be
10 successfully graduated from the program.

11 3. Ninety-five percent (95%) of the Participants who have successfully graduated from the
12 program shall report an improved quality of life.

13 4. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly
14 basis from the start date of this Agreement, to determine the effectiveness of services offered by the
15 program, and make programming recommendations or modifications, as required, that ensure the
16 services provided are meeting the needs of Participants, and also to ensure that Performance Outcomes
17 are achieved. CONTRACTOR shall provide a report of the results of this analysis to
18 ADMINISTRATOR on a quarterly basis, and shall also provide a final year-end analysis report that
19 summarizes the overall status and achievement of Performance Outcomes established for this program.

20 F. PROGRAM ASSESSMENTS

21 1. CONTRACTOR shall complete assessments of the Participants including, but not limited
22 to, the following:

23 a. Pre and post assessments that indicate the Consumers' involvement with the
24 community;

25 b. Participant description of their experience with peer mentoring from another Consumer
26 (Peer Specialist or trained volunteer) and their evaluation of its impact upon them; and

27 c. Pre and post assessment of quality of life from the point of view of each Participant.

28 G. FLEXIBLE FUNDS

29 1. Flexible Funds means funds intended for use to provide Participants with immediate
30 assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life.
31 Flexible Funds are generally categorized as housing, Participant transportation, food, clothing, medical
32 and miscellaneous expenditures that are individualized and appropriate to support Participant's
33 preparation and involvement in volunteer and employment positions in the community.

34 2. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds
35 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the
36 Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
37 no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been

1 approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds
2 expenditures may be disallowed by ADMINISTRATOR.

3 3. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
4 appropriate for the overall quality of life to support Participant's preparation and involvement in
5 volunteer and employment positions in the community.

6 4. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
7 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
8 CONTRACTOR's monthly Expenditure and Revenue Report.

9 5. CONTRACTOR shall ensure that all staff ~~are~~^{is} trained and ~~have~~^{has} a clear understanding
10 of ~~all P&Ps as it pertains to the service provided under the Agreement.~~ approved Flexible Funds P&P.
11 CONTRACTOR ~~shall~~^{will} provide signature confirmation of the Flexible Funds P&P training for each
12 staff member ~~and placed in their personnel files~~ that utilizes these Flexible Funds for a Participant.

13 ~~B~~ 6. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited
14 to, the following:

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

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

22 c) Identification of the process for documenting and accounting for all Flexible Funds
23 expenditures, which shall include, but not be limited to, retention of comprehensible source
24 documentation such as receipts, copy of Participant's lease/rental agreements, general ledgers needs
25 documented in Participant's MTP;

26 d) Statement indicating that Flexible Funds may be utilized when other community
27 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in
28 a timely manner, or are not appropriate for a Participant's situation. Peer Support Specialists will assist
29 Participants in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

30 e) Statement indicating that no single Flexible Funds expenditure, in excess of \$500, shall
31 be made without prior written approval of ADMINISTRATOR. In emergency situations,
32 CONTRACTOR may exceed the \$500 limit, if appropriate and justified, and shall notify
33 ADMINISTRATOR the next business day of such an expense. Said notification shall include total
34 costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified
35 timeframe may result in disallowance of the expenditure;

36 f) Statement that pre-purchases shall only be for food, transportation, and clothing, as
37 required and appropriate to the program's scope of services;

1 g) Statement indicating that pre-purchases of food, transportation and clothing vouchers
 2 and/or gift cards shall be limited to a combined, \$2,500 supply on-hand at any given time and that all
 3 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
 4 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
 5 twenty-five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

6 h) Statement indicating that Flexible Funds are not to be used for housing for Participants,
 7 unless approved, in advance and in writing, by ADMINISTRATOR;

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

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

14 H. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training and
 15 receive scheduled ongoing supervision and support prior to discharging duties associated with their
 16 titles. These trainings might include, but not limited to, components as specified in Staffing Paragraph
 17 of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training
 18 necessary to assist ADMINISTRATOR to be in compliance with prevailing standards of practice as
 19 well as state and federal regulatory requirements.

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

23 ~~J. D. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider~~
 24 ~~Training.~~

25 ~~E.~~ CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss
 26 contractual and other issues that include, but are not limited to compliance with policies and procedures,
 27 statistics and training services.

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

31 ~~GL.~~ CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
 32 with respect to any individual(s) who are served under the terms of the Agreement. Further,
 33 CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or
 34 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

35 ~~H. M.~~ CONTRACTOR shall document all adverse incidents affecting the physical and/or
 36 emotional welfare of Participants, including but not limited to serious physical harm to self or others,
 37 serious destruction of property, developments, etc., and which may raise liability issues with COUNTY,

1 and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect
2 the
3 quality or accessibility of Participant-related services provided by, or under contract with COUNTY, as
4 set forth in Subparagraph C. of the Notices Paragraph of the Agreement.

5 **IN.** CONTRACTOR shall provide effective administrative management of the budget, staffing, and
6 reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated
7 to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications
8 and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited,
9 to the following:

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

21 **JO.** CONTRACTOR and ~~ADMINISTRATOR~~ADMINISRATOR may mutually agree, in writing,
22 to modify the Services Paragraph of this Exhibit A to the Agreement.

23
24 **VI. STAFFING**

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

<u>PROGRAM</u>	<u>FTE</u>
<u>Program Manager</u>	<u>01.00</u>
<u>Office Specialist</u>	<u>01.00</u>
<u>Employment Specialist</u>	<u>02.00</u>
<u>Peer Support Specialist</u>	<u>06.00</u>
<u>TOTAL CONTRACT FTEs</u>	<u>10.00</u>

35
36 **B. WORKLOAD STANDARDS**

37 1. CONTRACTOR shall include culturally and linguistically appropriate services to meet the

1 needs of threshold languages as determined by ADMINISTRATOR. CONTRACTOR shall make its
 2 best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically
 3 appropriate for the population(s) served.

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

9 3. CONTRACTOR shall recruit, hire, train and maintain staff listed in the Staffing
 10 Subparagraph above who are qualified for the position(s) sought. CONTRACTOR shall maintain
 11 documentation which shall include, but not be limited to, the following: records attesting to efforts
 12 made in recruitment and hiring practices, and identification of measures taken to enhance accessibility
 13 for potential staff in these categories.

14 4. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
 15 written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for
 16 supervision of each student intern as required by the state Licensing Board and/or school program
 17 descriptions or work contracts.

18 5. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
 19 but not be limited to, an application for employment, qualifications for the position, results of
 20 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
 21 capabilities, pay rate, training, and evaluations justifying pay increases.

22 6. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72)
 23 hours, of any staffing vacancies or filling of vacant positions that occur during the term of the
 24 Agreement.

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

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

30 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 31 P&Ps as it pertains to the service provided under the Agreement. CONTRACTOR shall provide
 32 signature confirmation of the P&P training for each staff member and place in their personnel files.

33 D. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider
 34 Training.

35 **Responsibilities** E. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify
 36 the Staffing Paragraph of this Exhibit A to the Agreement.

37 //

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
VOLUNTEER TO WORK PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA
JULY 1, 2015 THROUGH JUNE 30, 2016

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.

//

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
 37 45 CFR § 160.103.

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

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
12 45 CFR § 160.103.

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

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

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

1 which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by
2 the COUNTY.

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

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

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

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

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

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

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

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. #

25 BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

4 b. Any other information that COUNTY is required to include in the notification to

5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or

6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day

7 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

8 1) A brief description of what happened, including the date of the Breach and the date

9 of the discovery of the Breach, if known;

10 2) A description of the types of Unsecured PHI that were involved in the Breach

11 (such as whether full name, social security number, date of birth, home address, account number,

12 diagnosis, disability code, or other types of information were involved);

13 3) Any steps Individuals should take to protect themselves from potential harm

14 resulting from the Breach;

15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to

16 mitigate harm to Individuals, and to protect against any future Breaches; and

17 5) Contact procedures for Individuals to ask questions or learn additional information,

18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in

20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the

21 COUNTY.

22 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation

23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that

24 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as

25 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or

26 disclosure of PHI did not constitute a Breach.

27 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or

28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

29 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the

30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit

31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as

32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of

33 the Breach to COUNTY pursuant to Subparagraph F.2. above.

34 8. CONTRACTOR shall continue to provide all additional pertinent information about the

35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after

36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

37 requests for further information, or follow-up information after report to COUNTY, when such request

1 is made by COUNTY.

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

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

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

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

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

16 1) The Disclosure is required by law; or

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

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

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

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

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

31 **H. PROHIBITED USES AND DISCLOSURES**

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

37 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI

1 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
2 on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
3 42 USC § 17935(d)(2).

4 I. OBLIGATIONS OF COUNTY

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

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

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

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

16 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

EXHIBIT C
TO AGREEMENT FOR PROVISION OF
VOLUNTEER TO WORK PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
GOODWILL INDUSTRIES OF ORANGE COUNTY, CALIFORNIA
JULY 1, 2015 THROUGH JUNE 30, 2016

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 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 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

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1 regulations that require the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
36 CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known
37 as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

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

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

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

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

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

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

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

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