

1 ~~FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF~~
2 ~~MENTAL HEALTH RESIDENTIAL REHABILITATION AND~~
3 ~~MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES~~
4 ~~BETWEEN~~
5 ~~COUNTY OF ORANGE~~
6 ~~AND~~
7 ~~«UC_NAME» «UC_DBA»~~
8 ~~JULY 1, 2017 THROUGH JUNE 30, 2020~~

9
10 ~~— THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of March 2019~~
11 ~~(effective date), which date is enumerated for purposes of reference only, is by and between the~~
12 ~~COUNTY OF ORANGE (COUNTY), a political subdivision of State of California (COUNTY) and~~
13 ~~«UC_NAME» «UC_DBA», a California «STATUS» (CONTRACTOR). COUNTY and~~
14 ~~CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as~~
15 ~~“Parties.” This First Amendment, and the original Agreement shall continue to be administered by the~~
16 ~~County of Orange Health Care Agency (ADMINISTRATOR).~~

17
18 ~~W I T N E S S E T H:~~

19
20 ~~— WHEREAS, on May 9, 2017, the COUNTY authorized an Agreement with CONTRACTOR for the~~
21 ~~provision of Mental Health Residential Rehabilitation and Mental Health Enhanced Residential~~
22 ~~Rehabilitation Services for the Period of July 1, 2017 through June 30, 2020; and~~

23
24 ~~— WHEREAS, on May 9, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase~~
25 ~~the Agreement Maximum Obligation by an amount not to exceed 10% of the Period One funding for the~~
26 ~~Agreement;~~

27
28 ~~WHEREAS, on March 1, 2019, ADMINISTRATOR authorized an increase of the Agreement amount~~
29 ~~by \$499,244 from \$933,597 to \$1,432,841 for Period Two and Three, for the period of July 1, 2018~~
30 ~~through June 30, 2020; and~~

31
32 ~~— WHERAS, CONTRACTOR desires to accept the additional terms and agrees to provide increased~~
33 ~~or additional services pursuant to the terms and conditions of the original Agreement and scope of work;~~

34
35 ~~— NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained~~
36 ~~herein, COUNTY and CONTRACTOR do hereby agree as follows:~~

37 //

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2017 through June 30, 2020
 Period One means the period from July 1, 2017 through June 30, 2018
 Period Two means the period from July 1, 2018 through June 30, 2019
 Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021

Aggregate Maximum Obligation:

	<u>Residential Rehabilitation Services</u>	<u>Enhanced Residential Rehabilitation Services</u>	<u>Total</u>
Period One Maximum Obligation:	\$ 933,597	\$312,075	\$1,245,672
Period Two Maximum Obligation:	1,432,841	312,075	1,744,916
Period Three Maximum Obligation:	<u>1,432,841</u>	<u>312,075</u>	<u>1,744,916</u>
GRAND TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$3,799,279	\$936,225	\$4,735,504

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&D Award (Y/N)</u>
93.958	B09SM010005- 19	Residential Rehabilitation and Enhanced Residential Rehabilitation Services	Mental Health Block Grant (82%)	10/01/2018 – 09/30/2020	\$1,430,831	N

Basis for Reimbursement: Negotiated Rate

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: «DUNS_NUMBER»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

//

1 CONTRACTOR: «LC_NAME»«LC_DBA»
2 «ADDRESS»
3 «CITYSTATEZIPCODE»
4 «CONTACT_PERSON»
5 «CONTACT_EMAIL»
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I. ACRONYMS

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

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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	F. CCR	California Code of Regulations
10	G. CD/DVD	Compact Disc/Digital Video or Versatile Disc
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	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. COI	Certificate of Insurance
19	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. 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. GAAP	Generally Accepted Accounting Principles
30	AA. HCA	Health Care Agency
31	AB. HHS	Health and Human Services
32	AC. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
33		Law 104-191
34	AD. HSC	California Health and Safety Code
35	AE. ID	Identification
36	AF. IEA	Information Exchange Agreement
37	AG. ISO	Insurance Services Office

1	AH. MHP	Mental Health Plan
2	AI. NIST	National Institute of Standards and Technology
3	AJ. OCJS	Orange County Jail System
4	AK. OCPD	Orange County Probation Department
5	AL. OCR	Office for Civil Rights
6	AM. OCSD	Orange County Sheriff's Department
7	AN. OIG	Office of Inspector General
8	AO. OMB	Office of Management and Budget
9	AP. OPM	Federal Office of Personnel Management
10	AQ. PA DSS	Payment Application Data Security Standard
11	AR. PC	State of California Penal Code
12	AS. PCI DSS	Payment Card Industry Data Security Standard
13	AT. PHI	Protected Health Information
14	AU. PI	Personal Information
15	AV. PII	Personally Identifiable Information
16	AW. PRA	Public Record Act
17	AX. SIR	Self-Insured Retention
18	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. USC	United States Code
21	BA. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the Parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the

1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
2 said persons, shall be immediately given to COUNTY.

3 4 **IV. COMPLIANCE**

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

8 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
9 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
10 General Compliance and Annual Provider Trainings.

11 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
12 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
13 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
14 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
15 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
16 (COMPLIANCE). These elements include:

- 17 a. Designation of a Compliance Officer and/or compliance staff.
- 18 b. Written standards, policies and/or procedures.
- 19 c. Compliance related training and/or education program and proof of completion.
- 20 d. Communication methods for reporting concerns to the Compliance Officer.
- 21 e. Methodology for conducting internal monitoring and auditing.
- 22 f. Methodology for detecting and correcting offenses.
- 23 g. Methodology/Procedure for enforcing disciplinary standards.

24 3. If CONTRACTOR does not provide proof of its own Compliance program to
25 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
26 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
27 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
28 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
29 and Code of Conduct.

30 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
31 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
32 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
33 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
34 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
35 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
36 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
37 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of

1 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 2 CONTRACTOR shall revise its compliance program and code of conduct to meet
 3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 4 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

11 ~~—B. SANCTION SCREENING—CONTRACTOR shall screen all Covered Individuals employed or
 12 retained to provide services related to this Agreement semi annually to ensure that they are not
 13 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
 14 the General Services Administration's Excluded Parties List System or System for Award Management,
 15 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
 16 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as
 17 identified by the ADMINISTRATOR.~~

18 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 19 retained to provide services related to this Contract monthly to ensure that they are not designated as
 20 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
 21 Services Administration's Excluded Parties List System or System for Award Management, the Health
 22 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
 23 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
 24 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

25 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
 26 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
 27 health care items or services or who perform billing or coding functions on behalf of
 28 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 29 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 30 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 31 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 32 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 33 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 34 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
 35 procedures if CONTRACTOR has elected to use its own).

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

37 //

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

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

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

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

15 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
16 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
17 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
18 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
19 Ineligible Person.

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

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

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

35 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
36 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;

37 //

1 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
2 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

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

31 32 **V. CONFIDENTIALITY**

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

36 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
37 Agreement are clients of the Orange County Mental Health services system, and therefore it may be

1 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
2 regarding specific clients with COUNTY or other providers of related services contracting with
3 COUNTY.

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

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

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

18 **VI. CONFLICT OF INTEREST**

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

28 **VII. COST REPORT**

29 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
30 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall
31 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
32 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
33 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
34 and funding sources in accordance with such requirements and consistent with prudent business
35 practice, which costs and allocations shall be supported by source documentation maintained by
36 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
37

1 CONTRACTOR has multiple Agreements for mental health services that are administered by HCA,
 2 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
 3 stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to
 4 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all
 5 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

32 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 33 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
 34 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
 35 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
 36 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
 37 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be

1 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
2 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect
3 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
4 COUNTY.

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

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

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

19
20 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
21 supporting documentation prepared by _____ for the cost report period
22 beginning _____ and ending _____ and that, to the best of my
23 knowledge and belief, costs reimbursed through this Agreement are reasonable and
24 allowable and directly or indirectly related to the services provided and that this Cost
25 Report is a true, correct, and complete statement from the books and records of
26 (provider name) in accordance with applicable instructions, except as noted. I also
27 hereby certify that I have the authority to execute the accompanying Cost Report.

28
29 Signed _____
30 Name _____
31 Title _____
32 Date _____"

33
34 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

35 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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X. DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

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

XI. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the

1 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
 2 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 3 employees, subcontractors, and consultants for the period prescribed by the law.

4 5 **XII. EQUIPMENT**

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

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

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

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

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

35 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 36 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,

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1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

9 10 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

16 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
17 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
18 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
19 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
20 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
21 services, staffing, facilities or supplies.

22 23 **XIV. INDEMNIFICATION AND INSURANCE**

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

34 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
35 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
36 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
37 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements

1 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
 2 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
 3 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

13 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 14 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 15 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
 16 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 17 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
 18 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

28 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XIII
 29 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
 30 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
 31 this Agreement.

32 F. QUALIFIED INSURER

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

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

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
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

14 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
15 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
16 agents and employees, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
17 ***AGREEMENT.***

18 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
19 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
20 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
21 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
22 Agreement.

23 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
24 "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
25 the completion of the Agreement.

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

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

32 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
33 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
34 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
35 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
36 Agreement by COUNTY.

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

4 **R. SUBMISSION OF INSURANCE DOCUMENTS**

5 1. The COI and endorsements shall be provided to COUNTY as follows:
 6 a. Prior to the start date of this Agreement.
 7 b. No later than the expiration date for each policy.
 8 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 9 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

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 29 **XV. INSPECTIONS AND AUDITS**

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

1 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
2 premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

20 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
21 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
22 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
23 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
24 calendar days of receipt.

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

29
30 **XVI. LICENSES AND LAWS**

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

3 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 27 1. ARRA of 2009.
- 28 2. WIC, Division 5, Community Mental Health Services.
- 29 3. WIC, Division 6, Admissions and Judicial Commitments.
- 30 4. WIC, Division 7, Mental Institutions.
- 31 5. HSC, §§1250 et seq., Health Facilities.
- 32 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 33 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 34 8. CCR, Title 17, Public Health.
- 35 9. CCR, Title 22, Social Security.
- 36 10. CFR, Title 42, Public Health.
- 37 11. CFR, Title 45, Public Welfare.

- 1 12. USC Title 42. Public Health and Welfare.
 2 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
 3 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
 4 15. 42 USC §1857, et seq., Clean Air Act.
 5 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
 6 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
 7 18. Policies and procedures set forth in Mental Health Services Act.
 8 19. Policies and procedures set forth in DHCS Letters.
 9 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
 10 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
 11 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
 12 Awards.

13 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

14
 15 A. Any written information or literature, including educational or promotional materials,
 16 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 17 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 18 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 19 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 20 and electronic media such as the Internet.

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

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

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

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XVIII. MAXIMUM OBLIGATION

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

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

XIX. MINIMUM WAGE LAWS

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

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

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

XX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

22 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
24 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
25 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
26 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
27 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
28 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
29 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
30 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
31 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
32 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
33 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
34 or more of the factors identified above:

- 35 1. Denying a client or potential client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a client which is different or is provided in a different
37 manner or at a different time from that provided to other clients.

1 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service or benefit.

3 4. Treating a client differently from others in satisfying any admission requirement or
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
5 any service or benefit.

6 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

XXI. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

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

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

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

XXII. NOTIFICATION OF DEATH

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

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

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

33 2. WRITTEN NOTIFICATION

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

37 //

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

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

9 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

13 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
 14 of any applicable public event or meeting. The notification must include the date, time, duration,
 15 location and purpose of the public event or meeting. Any promotional materials or event related flyers
 16 must be approved by ADMINISTRATOR prior to distribution.
 17

18 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

22 B. CONTRACTOR shall implement and maintain administrative, technical and physical
 23 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
 24 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
 25 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
 26 violation of federal or state regulations and/or COUNTY policies.
 27

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

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

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

36 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
 37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

27 28 **XXV. 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 33 **XXVI. REVENUE**

34 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
35 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
36 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
37 according to their ability to pay as determined by the State Department of Health Care Services'

1 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
 2 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
 3 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
 4 No client shall be denied services because of an inability to pay.

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

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

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

17 **XXVII. SEVERABILITY**

18 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 19 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 20 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 21 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 22 in full force and effect, and to that extent the provisions of this Agreement are severable.
 23

24 **XXVIII. SPECIAL PROVISIONS**

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

- 27 1. Making cash payments to intended recipients of services through this Agreement.
- 28 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 29 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 30 use of appropriated funds to influence certain federal contracting and financial transactions).
- 31 3. Fundraising.
- 32 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 33 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
- 34 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
 35 body for expenses or services.

36 //

1 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
2 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
3 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

7 8. Severance pay for separating employees.

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

10 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

26 **XXIX. STATUS OF CONTRACTOR**

28 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
29 wholly responsible for the manner in which it performs the services required of it by the terms of this
30 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
31 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
32 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
33 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
34 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
35 subcontractors as they relate to the services to be provided during the course and scope of their
36 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
37 //

1 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
2 to be COUNTY's employees.

3 4 **XXX. TERM**

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

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

14 15 **XXXI. TERMINATION**

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

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

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

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

1 D. CONTINGENT FUNDING

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

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

5 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
6 approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

5 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
6 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7

8 **XXXII. THIRD PARTY BENEFICIARY**

9 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
10 including, but not limited to, any subcontractors or any clients provided services pursuant to this
11 Agreement.
12

13 **XXXIII. WAIVER OF DEFAULT OR BREACH**

14 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
15 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
16 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
17 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
18 Agreement.
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 «UC_NAME» «UC_DBA»
5

6 BY: _____ DATED: _____
7

8
9 TITLE: _____
10

11 BY: _____ DATED: _____
12

13
14 TITLE: _____
15

16
17
18 COUNTY OF ORANGE
19

20
21 BY: _____ DATED: _____
22

23
24 HEALTH CARE AGENCY
25

26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30 BY: _____ DATED: _____
31

32
33 DEPUTY
34

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
11 **I. IDENTIFICATION OF SERVICES**

12 CONTRACTOR agrees to provide the following Mental Health Rehabilitation Services, hereunder
13 marked with an X, pursuant to the terms and conditions specified in the Agreement for the provision of
14 such services by and between COUNTY and CONTRACTOR dated July 1, 2017 as hereinafter
15 indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to
16 be provided by CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
18 Mental Health Residential			
19 Rehabilitation Services as specified in	<u>«MH_RRS1»</u>	<u>«MH_RRS2»</u>	<u>«MH_RRS3»</u>
20 Exhibit B			
21			
22			
23 Mental Health Enhanced Residential			
24 Rehabilitation Services as specified in	<u>«MH_ERRS1»</u>	<u>«MH_ERRS2»</u>	<u>«MH_ERRS3»</u>
25 Exhibit C			

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME»«UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting
 32 outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

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

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

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

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

30 18. FSP

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

1 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and
 2 intense service delivery. Services will include, but not be limited to, the following:

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

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

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

33 19. Housing Specialist means a specialized position dedicated to developing the full array of
 34 housing options for their program and monitoring their suitability for the population served in
 35 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 36 individual is also responsible for assisting Clients with applications to low income housing, housing
 37 subsidies, senior housing, etc.

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

6 21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
7 an evaluation to determine if the Client meets program criteria and is willing to seek services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
25 Services and may include activities that involve educating the community about the services offered and
26 requirements for participation in the programs. Such activities should result in the CONTRACTOR
27 developing their own Client referral sources for the programs they offer.

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

32 38. Pharmacy Benefits Manager means the organization that manages the medication benefits
33 that are given to Clients that qualify for medication benefits.

34 39. PHI means individually identifiable health information usually transmitted by electronic
35 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,
36 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
37 //

1 to the past, present, or future physical or mental health or condition of an individual, provision of health
2 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

22 45. PSC means Personal Services Coordinator and refers to an individual who will be part of a
23 multi-disciplinary team that will provide community based Mental Health Services to adults that are
24 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
25 principles. The PSC is responsible for clinical care and case management of assigned Client and
26 families in a community, home, or program setting. This includes assisting Clients with mental health,
27 housing, vocational and educational needs. The position is also responsible for administrative and
28 clinical documentation as well as participating in trainings and team meetings. The PSC shall be active
29 in supporting and implementing the program's philosophy and its individualized, strength-based,
30 culturally/linguistically competent and Client-centered approach.

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

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

35 48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
36 to review one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and
37 appropriateness of services provided. At a minimum, the committee is comprised of one (1)

1 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
2 clinical care of the cases.

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

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

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

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

12 d. Community: Relationships and social networks that provide support, friendship, love,
13 and hope.

14 50. Referral means providing the effective linkage of a Client to another service, when
15 indicated; with follow-up to be provided within five (5) working days to assure that the Client has made
16 contact with the referred service.

17 51. Supportive Housing PSC means a person who provides services in a supportive housing
18 structure. This person will coordinate activities which will include, but not be limited to: independent
19 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
20 advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will
21 consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in
22 supporting and implementing a full service partnership philosophy and its individualized, strengths-
23 based, culturally appropriate, and Client-centered approach.

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

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

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

33 55. Vocational/Educational Specialist means a person who provides services that range from
34 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
35 Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on
36 one" vocational counseling and support to Clients to ensure that their needs and goals are being met.
37 The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the

1 knowledge and resources to achieve the highest level of vocational functioning possible.

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

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

7 8 **II. PAYMENTS**

9 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
10 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of
11 \$25.00 per day per bed whether or not the bed is occupied; provided, however, the total of such
12 payments to CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services
13 are reimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to
14 the Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate
15 Maximum Obligation for each Period as set forth in the Referenced Contract Provisions of the
16 Agreement. Beds unoccupied for more than one week will be reimbursed at the rate of \$12.50.
17 CONTRACTOR may request in writing to waive this rate if circumstances arise out of the
18 CONTRACTOR'S control, such as lack of appropriate referrals. ADMINISTRATOR may waive said
19 rate with reasonable justification.”

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

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

28 D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved
29 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is
30 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices
31 received after the due date may not be paid within the same month. Payments to CONTRACTOR
32 should be released by COUNTY no later than thirty (30) days after receipt of the correctly completed
33 invoice.

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

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

1 G. Catalog of Federal Domestic Assistance (CFDA) Information

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

4
5 CFDA No.: 93.958
6 Program Title: SAMHSA
7 Federal Agency: Department of HHS
8 Award Name: Substance Abuse and Mental Health Services
9

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

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

15 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Payments Paragraph of this Exhibit B to the Agreement.

17
18 **III. REPORTS**

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

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

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

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

30
31 **IV. SERVICES**

32 **A. FACILITY REQUIRMENTS**

33 1. CONTRACTOR shall provide, within a licensed Community Care facility,
34 «NUMBER_OF_BEDS_B» beds dedicated only for the care of those Clients referred by COUNTY.
35 Such beds shall be located at the following address(es), or any other licensed Community Care
36 facility(ies) approved in writing by ADMINISTRATOR.

37 //

1 «TREATMENT_ADDR_B1»

2 «TREATMENT_CSZ_B1»

3
4 2. CONTRACTOR's facility shall include the following:
5 a. Private or semi-private bedrooms for each Client;
6 b. Kitchen area including refrigerator, stove, and sink;
7 c. Dining area; and
8 d. Central living area or group room with an appropriate capacity for group meetings,
9 activities or visitors.

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

12 B. LENGTH OF STAY

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

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

28 3. CONTRACTOR shall establish an Admission and discharge policy which shall state that
29 all Admissions shall result from referrals from COUNTY. The discharge policy shall include eligibility
30 for the Client's continued participation in the program which shall be evaluated by CONTRACTOR and
31 the assigned ~~Care Coordinator~~Plan coordinator. Each Client's discharge plan will detail the Client's
32 anticipated length of stay in the facility and any modifications to a Client's continued stay in the facility
33 will require authorization from COUNTY.

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

35 5. CONTRACTOR and COUNTY shall communicate and coordinate any action which
36 impacts a Client's continued eligibility for program services and which might otherwise result in
37 discharge from the program.

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

8 C. SERVICES

9 1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per
 10 week with an emphasis on Client-centered rehabilitative Mental Health Services. ADMINISTRATOR
 11 will develop the Treatment Plan which include goals identified by the Clients and the steps the Clients
 12 need to take in order to reach those goals. CONTRACTOR shall assist Clients to move along the
 13 housing continuum. Client length of stay should not exceed eighteen (18) months. CONTRACTOR's
 14 services shall include, but not be limited to, the following:

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

18 b. Behavior management services and social skills training to improve Clients'
 19 interpersonal relationships.

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

24 d. Vocational and pre-vocational activities that will help Clients develop self-confidence
 25 and work related skills in order to increase Clients' chances of obtaining paid employment. Vocational
 26 activities may include kitchen help, gardening, facility maintenance, temporary employment,
 27 participation in an employment skills training program, volunteer work, and full or part-time
 28 employment.

29 e. A daily physical activity or exercise program designed to enhance the physical
 30 well-being of Clients.

31 f. Enhance Clients' use of community resources by providing both individual and small
 32 group recreational outings at a minimum of once per week.

33 g. Establishing positive working relationships with Clients, their families, friends, and
 34 Care Coordinators to plan and implement Client driven goals.

35 h. Transportation of Clients to essential appointments.

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

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

6 a. Encouraging Clients to take their medication, including assisting them in understanding
 7 directions for their use, dosages, recognizing the side effects, and discussing medication issues with
 8 their prescribing physician.

9 b. Determining the specific signs of decompensation for each of the Clients and
 10 implementing appropriate corrective action, including assisting Clients to recognize their own negative
 11 signs and symptoms and the proper steps to take.

12 c. Monitoring and encouraging Client medication compliance and working cooperatively
 13 and effectively with the Clients' prescribing physician.

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

16 3. CONTRACTOR shall teach each Client the skills to manage psychiatric behaviors that
 17 interfere with their ability to remain in the community. CONTRACTOR shall document Client progress
 18 in the facility's treatment plan and provide special recognition for Clients functioning at advanced
 19 levels. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted
 20 behaviors and shall provide tobacco cessation programs as available through COUNTY or other
 21 sources.

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

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

30 a. Maintaining Client records, including documentation of Tuberculosis clearance.

31 b. Providing secure storage of Clients' valuables, including medications.

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

34 2) Each Client's medication shall be stored in its originally received container. No
 35 medications shall be transferred between containers.

36 c. Maintaining a record of daily occupancy.

37 d. Protecting Clients' rights to privacy and confidentiality.

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

4 6. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules,
 5 Client rights, and policies regarding Client fees.

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

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

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

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

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

20 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include
 21 the following information: number of Clients placed, date of placement for each Client, number of
 22 hospitalizations for each Client, the number of discharges to a lower or a higher level of care for each
 23 Client, and length of stay in the program for each Client.

24 F. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

25 1. State Licensure and Certification;

26 2. Business License;

27 3. Conditional Use Permit (if applicable);

28 4. Fire clearance;

29 5. Client rights;

30 6. Grievance procedure;

31 7. Employee Code of Conduct;

32 8. Evacuation floor plan;

33 9. Equal Employment Opportunity notices;

34 10. Name, address, telephone number for fire department, crisis program, local law
 35 enforcement, and ambulance service;

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1 11. List of resources within community which shall include medical, dental, mental health,
2 public health, social services and where to apply for determination of eligibility for State, Federal or
3 county entitlement programs; and

4 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

5 G. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
6 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
7 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting
8 areas at the facility.

9 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,
10 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be
11 limited to, staff training to deal with neighbor complaints, staff contact information available to
12 neighboring residents and complaint procedures.

13 I. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,
14 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited
15 to, the following:

- 16 1. Admission;
- 17 2. Housing arrangement;
- 18 3. Bathroom privacy; and
- 19 4. Who conducts the observed drug testing.

20 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
21 Services Paragraph of this Exhibit B to the Agreement

22
23 **V. STAFFING**

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

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

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

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

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

4 E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of
5 increasing familiarity with COUNTY guidelines and providing more effective services.
6 CONTRACTOR shall ensure that on an annual basis, all program staff including administrator,
7 volunteers and interns having direct contact with Clients shall complete:

- 8 1. County Annual Provider Training
- 9 2. County Annual Compliance Training
- 10 3. Minimum one hour training in cultural competence

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

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

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

23 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
24 Staffing Paragraph of this Exhibit B to the Agreement.

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1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting
 32 outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

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

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

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

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

30 18. FSP

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

1 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and
 2 intense service delivery. Services will include, but not be limited to, the following:

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

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

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

33 19. Housing Specialist means a specialized position dedicated to developing the full array of
 34 housing options for their program and monitoring their suitability for the population served in
 35 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 36 individual is also responsible for assisting Clients with applications to low income housing, housing
 37 subsidies, senior housing, etc.

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

6 21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
7 an evaluation to determine if the Client meets program criteria and is willing to seek services.

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

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

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

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

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

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

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

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

36 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated
37 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse

1 disorders from the same practitioner or treatment team.

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

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

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

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

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

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

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

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

37 //

1 31. MHSA means Mental Health Services Act and refers to the law that provides funding for
2 expanded community Mental Health Services. It is also known as “Proposition 63.”

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

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

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

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

21 36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
22 Services and may include activities that involve educating the community about the services offered and
23 requirements for participation in the programs. Such activities should result in the CONTRACTOR
24 developing their own Client referral sources for the programs they offer.

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

29 38. Pharmacy Benefits Manager means the organization that manages the medication benefits
30 that are given to Clients that qualify for medication benefits.

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

36 40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
37 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or

1 Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and
2 Institutions Code section 575.2. The waiver may not exceed five (5) years.

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

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

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

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

18 45. PSC means Personal Services Coordinator and refers to an individual who will be part of a
19 multi-disciplinary team that will provide community based Mental Health Services to adults that are
20 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and
21 Recovery principles. The PSC is responsible for clinical care and case management of assigned Client
22 and families in a community, home, or program setting. This includes assisting Clients with mental
23 health, housing, vocational and educational needs. The position is also responsible for administrative
24 and clinical documentation as well as participating in trainings and team meetings. The PSC shall be
25 active in supporting and implementing the program's philosophy and its individualized, strength-based,
26 culturally/linguistically competent and Client-centered approach.

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

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

31 48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
32 to review one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and
33 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
34 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
35 clinical care of the cases.

36 //

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

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

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

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

10 d. Community: Relationships and social networks that provide support, friendship, love,
 11 and hope.

12 50. Referral means providing the effective linkage of a Client to another service, when
 13 indicated; with follow-up to be provided within five (5) working days to assure that the Client has made
 14 contact with the referred service.

15 51. Supportive Housing PSC means a person who provides services in a supportive housing
 16 structure. This person will coordinate activities which will include, but not be limited to: independent
 17 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
 18 advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will
 19 consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in
 20 supporting and implementing a full service partnership philosophy and its individualized, strengths-
 21 based, culturally appropriate, and Client-centered approach.

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

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

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

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

37 //

III. REPORTS

1
2 A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall
3 report the number of filled bed days and number of vacant bed days. The report shall be in a form
4 acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the
5 month in which services were rendered.

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

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

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

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

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

IV. SERVICES

A. FACILITY REQUIREMENTS

18
19
20 1. CONTRACTOR shall provide, within a licensed Community Care facility,
21 «NUMBER_OF_BEDS_C» beds dedicated to Clients referred by COUNTY and enrolled in the Mental
22 Health Enhanced Recovery FSP approved by COUNTY. Such beds shall be located at the following
23 address or any other licensed Community Care facility approved in writing by ADMINISTRATOR.
24

25
26 «TREATMENT_ADDR_C»

27 «TREATMENT_CSZ_C»

28
29 2. CONTRACTOR's facility shall include the following:
30 a. Private or semi-private bedrooms for each Client;
31 b. Kitchen area including refrigerator, stove, and sink;
32 c. Dining area;
33 d. Central living area or group room with an appropriate capacity for group meetings,
34 activities or visitors; and
35 e. An outdoor, Client recreation area.

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

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

6 C. LENGTH OF STAY

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

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

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

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

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

37 6. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action

1 which impacts a Client's continued eligibility for program services and which might otherwise result in
2 discharge from the program.

3 D. SERVICES

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

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

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

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

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

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

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

28 3) Vocational and pre-vocational activities that will help Clients develop
29 self-confidence and work related skills in order to increase Clients' chances of obtaining paid
30 employment. Vocational activities may include kitchen help, gardening, facility maintenance,
31 temporary
32 employment, volunteer work, and full-time employment. These activities may be in collaboration with
33 the Enhanced Recovery FSP and/or ADMINISTRATOR.

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

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

1 e. Transportation of Clients to essential appointments.

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

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

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

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

11 c. Determining the specific signs of decompensation for each of the Clients and
12 implementing appropriate corrective action.

13 d. Monitoring and encouraging Client medication compliance and working cooperatively
14 and effectively with the Clients' prescribing physician.

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

16 4. TOKEN PROGRAM

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

19 b. CONTRACTOR shall document Client progress in the facility's treatment and provide
20 special recognition for Clients functioning at advanced levels.

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

23 5. HOUSING SUPPORT

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

27 6. CONTRACTOR shall, within three (3) days of a request by ADMINISTRATOR, submit to
28 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for
29 Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR
30 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.
31 CONTRACTOR shall be required to provide up to ten percent (10%) of its total bed capacity for Clients
32 with such Restricted Medical Conditions.

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

35 a. Maintaining Client records, including documentation of Tuberculosis clearance.

36 b. Providing secure storage of Clients' valuables, including medications.

37 //

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

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

c. Maintaining a record of daily occupancy.

d. Protecting Clients' rights to privacy and confidentiality.

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

8. CONTRACTOR shall maintain and ensure that Clients are made aware of house rules, Client rights, and policies regarding Client fees.

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

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

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

E. PERFORMANCE OUTCOMES – CONTRACTOR's services shall enable Clients to adaptively function at a higher and more appropriate level of independence.

1. Fifty percent (50%) of Clients placed in CONTRACTOR's Enhanced Residential Rehabilitation Program will remain out of the hospitals or long-term care facilities for a minimum of six (6) months.

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

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

1 F. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 2 1. State Licensure and Certification;
- 3 2. Business License;
- 4 3. Conditional Use Permit (if applicable);
- 5 4. Fire clearance;
- 6 5. Client rights;
- 7 6. Grievance procedure;
- 8 7. Employee Code of Conduct;
- 9 8. Evacuation floor plan;
- 10 9. Equal Employment Opportunity notices;
- 11 10. Name, address, telephone number for fire department, crisis program, local law
- 12 enforcement, and ambulance service;

13 11. List of resources within community which shall include medical, dental, mental health,

14 public health, social services and where to apply for determination of eligibility for State, Federal or

15 county entitlement programs; and

16 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

17 G. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy

18 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy

19 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting

20 areas at the facility.

21 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,

22 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be

23 limited to, staff training to deal with neighbor complaints, staff contact information available to

24 neighboring residents and complaint procedures.

25 I. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,

26 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited

27 to, the following:

- 28 1. Admission;
- 29 2. Housing arrangement;
- 30 3. Bathroom privacy; and
- 31 4. Who conducts the observed drug testing.

32 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

33 Services Paragraph of this Exhibit B to the Agreement

34 **V. STAFFING**

35 CONTRACTOR shall provide staffing patterns and policies that accommodate the following

36 requirements:

37

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

33 6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in
34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a
35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
36 terms of this Business Associate Contract and the applicable standards, implementation specifications,
37 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 health
 17 care arrangement in which COUNTY participates, and the information received as a result of such
 18 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

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

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

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

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

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

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

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

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

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

37 //

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 45 CFR §
12 160.103.

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 45 CFR §
33 160.103.

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 electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
7 creates, 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 and
14 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 an
21 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
36 45 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 in a
13 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if
14 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
15 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or
16 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made
17 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
18 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to
19 terminate the Agreement.

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

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

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

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to
18 comply with the standards, implementation specifications and other requirements of 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 subparagraphs
27 E, below;

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

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

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

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 who
5 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 on
12 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 COUNTY
9 required to perform necessary business functions may be copied, downloaded, or exported.

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

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

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

29 g. User IDs and Password Controls. All users must be issued a unique user name for
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
33 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
34 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
35 computer. Passwords must be changed every ninety (90) calendar or business days, preferably every
36 sixty (60) calendar or business days. Passwords must be changed if revealed or
37 //

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

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

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

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

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

21 k. System Logging. The system must maintain an automated audit trail which can
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 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 privilege.

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

37 //

1 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
 2 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
 3 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 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
 37 //

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 premises
11 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 in
22 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. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

1 EXHIBIT E
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2017 THROUGH JUNE 30, 2020

10
 11 **I. PERSONAL INFORMATION AND SECURITY CONTRACT**

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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37 //