

1 AGREEMENT FOR PROVISION OF  
2 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
7 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
8 JULY 1, 2019 THROUGH JUNE 30, 2022  
9

10 THIS AGREEMENT entered into this 1st day of July 2019, which date is enumerated for purposes  
11 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
12 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH  
13 ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This  
14 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).  
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16 **W I T N E S S E T H:**  
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
19 Supplemental Security Income Outreach Services described herein to the residents of Orange County;  
20 and,

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

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

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1	<u>CONTENTS</u>	
2	<u>PARAGRAPH</u>	<u>PAGE</u>
3	Title Page.....	1
4	Table of Contents .....	2
5	Referenced Contract Provisions .....	4
6	I. Acronyms .....	5
7	II. Alteration of Terms .....	6
8	III. Assignment of Debts.....	6
9	IV. Compliance .....	7
10	V. Confidentiality.....	11
11	VI. Conflict of Interest .....	11
12	VII. Cost Report.....	11
13	VIII. Debarment and Suspension Certification.....	13
14	IX. Delegation, Assignment and Subcontracts.....	14
15	X. Dispute Resolution.....	16
16	XI. Employee Eligibility Verification .....	17
17	XII. Equipment .....	17
18	XIII. Facilities, Payments and Services.....	18
19	XIV. Indemnification and Insurance .....	19
20	XV. Inspections and Audits.....	23
21	XVI. Licenses and Laws .....	24
22	XVII. Literature, Advertisements and Social Media.....	25
23	XVIII. Maximum Obligation.....	26
24	XIX. Minimum Wage Laws .....	26
25	XX. Nondiscrimination.....	27
26	XXI. Notices.....	29
27	XXII. Notification of Death .....	30
28	XXIII. Notification of Public Events and Meetings .....	30
29	XXIV. Records Management and Maintenance .....	30
30	XXV. Research and Publication.....	32
31	XXVI. Revenue .....	32
32	XXVII. Severability.....	33
33	XXVIII. Special Provisions .....	33
34	XXIX. Status of Contractor .....	34
35	XXX. Term .....	35
36	XXXI. Termination .....	35
37	XXXII. Third Party Beneficiary .....	37



**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2019 through June 30, 2022

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

**Maximum Obligation:** \$1,205,523

Period One Maximum Obligation: \$ 401,841

Period Two Maximum Obligation: 401,841

Period Three Maximum Obligation: 401,841

TOTAL MAXIMUM OBLIGATION: \$1,205,523

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 089687099

**CONTRACTOR TAX ID Number:** 95-2036972

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Orange County Association for Mental Health  
dba Mental Health Association of Orange County  
1971 East 4<sup>th</sup> Street, Suites 130A  
Santa Ana, CA 92705  
Contact Name: Jeffery Thrash, Chief Executive Officer  
Contact Email: [thrash@mhaoc.org](mailto:thrash@mhaoc.org)

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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, and D 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 the respective Parties, specifying the date of assignment, the County of Orange as assignee,

1 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on  
2 behalf of 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 Compliance Paragraph to  
16 this Agreement. 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 internally comply with ADMINISTRATOR’s Compliance  
26 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within  
27 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that  
28 CONTRACTOR will internally comply with ADMINISTRATOR’s Compliance Program and Code of  
29 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
30 ADMINISTRATOR’s annual compliance training to ensure proper compliance.

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

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

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

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

19 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
 20 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
 21 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
 22 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 23 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
 24 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
 25 CONTRACTOR has elected to use its own).

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

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

35 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to  
 36 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
 37 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State



1 of California health programs and have not been excluded or debarred from participation in any federal  
2 or state health care programs, and to further represent to CONTRACTOR that they do not have any  
3 Ineligible Person in their employ or under contract.

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

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

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

22 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
23 Compliance Training available to Covered Individuals.

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

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

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

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

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

37 //

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

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

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

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

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

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

16 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

17 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
18 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
19 and are consistent with federal, state and county laws and regulations. This includes compliance with  
20 federal and state health care program regulations and procedures or instructions otherwise  
21 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or  
22 their agents.

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

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

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

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

33 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
34 participate in the quality improvement activities developed in the implementation of the Quality  
35 Management Program.

36 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR’s Cultural  
37 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural

1 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
2 §1810.410.subds.(c)-(d).

3 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
4 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
5 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
6 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
7 Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of  
8 such default.

9  
10 **V. CONFIDENTIALITY**

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

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

21  
22 **VI. CONFLICT OF INTEREST**

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

31  
32 **VII. COST REPORT**

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

1 costs to and between programs, cost centers, services, and funding sources in accordance with such  
2 requirements and consistent with prudent business practice, which costs and allocations shall be  
3 supported by source documentation maintained by CONTRACTOR, and available at any time to  
4 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

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

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

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

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

14  
15 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
16 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
17 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
18 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
19 allowable and directly or indirectly related to the services provided and that this Cost  
20 Report is a true, correct, and complete statement from the books and records of  
21 (provider name) in accordance with applicable instructions, except as noted. I also  
22 hereby certify that I have the authority to execute the accompanying Cost Report.  
23

24 Signed \_\_\_\_\_  
25 Name \_\_\_\_\_  
26 Title \_\_\_\_\_  
27 Date \_\_\_\_\_"

28  
29 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

30 A. CONTRACTOR certifies that it and its principals:

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

33 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
34 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
35 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
36 under a public transaction; violation of federal or state antitrust statutes or commission of  
37 //

1 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
2 receiving stolen property.

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

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

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

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

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

18  
19 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

25 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
26 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
27 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
28 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
29 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
30 part, without the prior written consent of COUNTY.

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

37 //

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

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

28 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
29 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
30 subsequently fails to meet the requirements of this Agreement or any provisions that  
31 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported  
32 by CONTRACTOR.

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

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

37 //

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

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

14  
15 **X. DISPUTE RESOLUTION**

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

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

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

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

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

37 //



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

8  
9 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19  
20 **XII. EQUIPMENT**

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

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

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

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

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

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

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

21 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
22 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
23

24 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

30 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
31 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum  
32 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the  
33 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an  
34 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to  
35 provide services, staffing, facilities or supplies.

36 //

37 //

**XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

2. If the insurance carrier 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 (4 passengers or less)	\$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	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

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H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

1 N. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network  
2 Security & Privacy Liability are “Claims -Made” policies, CONTRACTOR shall agree to maintain  
3 coverage for two (2) years following the completion of the Agreement.

4 O. The Commercial General Liability policy shall contain a “severability of interests” clause also  
5 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

6 P. Insurance certificates should be forwarded to the agency/department address listed on the  
7 solicitation.

8 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
9 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
10 made to the next qualified vendor.

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

15 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
16 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
17 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
18 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
19 to all legal remedies.

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

23 U. SUBMISSION OF INSURANCE DOCUMENTS

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

- 25 a. Prior to the start date of this Agreement.
- 26 b. No later than the expiration date for each policy.
- 27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
28 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

7 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
8 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
9 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
10

11 **XV. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

32 2. If the audit reveals that money is payable from one Party to the other, that is,  
33 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
34 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
35 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
36 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
37 //

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
2 amount not to exceed the reimbursement due COUNTY.

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

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

10  
11 **XVI. LICENSES AND LAWS**

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

20 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

21 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
22 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
23 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
24 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
25 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
26 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

37 //



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

- 4 1. ARRA of 2009.
- 5 2. Trafficking Victims Protection Act of 2000.
- 6 3. WIC, Division 5, Community Mental Health Services.
- 7 4. WIC, Division 6, Admissions and Judicial Commitments.
- 8 5. WIC, Division 7, Mental Institutions.
- 9 6. HSC, §§1250 et seq., Health Facilities.
- 10 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 11 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 12 9. CCR, Title 17, Public Health.
- 13 10. CCR, Title 22, Social Security.
- 14 11. CFR, Title 42, Public Health.
- 15 12. CFR, Title 45, Public Welfare.
- 16 13. USC Title 42. Public Health and Welfare.
- 17 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 18 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 19 16. 42 USC §1857, et seq., Clean Air Act.
- 20 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 21 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 22 19. Policies and procedures set forth in Mental Health Services Act.
- 23 20. Policies and procedures set forth in DHCS Letters.
- 24 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 25 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 26 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

27  
28 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

12  
13 **XVIII. MAXIMUM OBLIGATION**

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

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

20  
21 **XIX. MINIMUM WAGE LAWS**

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

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

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

36 //

37 //

**XX. NONDISCRIMINATION**

**A. EMPLOYMENT**

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

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
 5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
 6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
 7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
 8 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
 9 factors identified above:

- 10 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Client which is different or is provided in a different  
 12 manner or at a different time from that provided to other Clients.
- 13 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
 14 others receiving any service and/or benefit.
- 15 4. Treating a Client differently from others in satisfying any admission requirement or  
 16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
 20 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
 21 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
 22 ADMINISTRATOR.

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

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

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

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
 36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
 37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
4 with succeeding legislation.

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

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

14  
15 **XXI. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by Email; or

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

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

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

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

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36 //

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**XXII. NOTIFICATION OF DEATH**

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

**XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

//

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

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

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

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

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

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

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

26 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years  
27 following discharge of the participant, client and/or patient.

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

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

36 H. 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 I. 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 twenty-four (24) 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 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
18 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or  
19 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law  
20 or regulation, and copy ADMINISTRATOR on such notifications.

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

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

26  
27 **XXV. RESEARCH AND PUBLICATION**

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

31  
32 **XXVI. REVENUE**

33 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
34 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
35 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,  
36 according to their ability to pay as determined by the State Department of Health Care Services’  
37 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as



1 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.  
2 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services  
3 because of an inability to pay.

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

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

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

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, interns, consultants, subcontractors, and members of the Board of  
34 Directors or governing body.
- 35 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing  
36 body for expenses or services.

37 //

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

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

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

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

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

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

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

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

23 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
24 CONTRACTOR’s Clients.

25  
26 **XXIX. STATUS OF CONTRACTOR**

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

**XXX. TERM**

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

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

**XXXI. TERMINATION**

A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.

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

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

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

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

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
2 Agreement.

3 E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

25 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
26 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
27 orderly transfer.

28 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
29 Client's best interests.

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

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

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

1 arising out of such cancellation of commitment which shall be subject to written approval of  
2 ADMINISTRATOR.

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

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

9  
10 **XXXII. THIRD PARTY BENEFICIARY**

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

14  
15 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
5 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

6  
7 DocuSigned by:  
8 BY: Jeff Thrash DATED: 4/8/2019  
9 94C5D4F5B2E54BC...

10  
11 TITLE: CEO

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14  
15 COUNTY OF ORANGE

16  
17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
19 HEALTH CARE AGENCY

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

25  
26 DocuSigned by:  
27 BY: Massoud Shamel DATED: 4/8/2019  
28 79055CA571A94F8...

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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.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 JULY 1, 2019 THROUGH JUNE 30, 2022

**I. BUDGET**

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect Costs	\$ 47,796	\$ 47,796	\$ 47,796	\$ 143,388
SUBTOTAL ADMIN COST	\$ 47,796	\$ 47,796	\$ 47,796	\$ 143,388
PROGRAM COST				
Salaries	\$ 244,027	\$ 244,027	\$ 244,027	\$ 732,081
Benefits	46,365	46,365	46,365	139,095
Services and Supplies	<u>63,653</u>	<u>63,653</u>	<u>63,653</u>	<u>190,959</u>
SUBTOTAL PROGRAM COST	\$ 354,045	\$ 354,045	\$ 354,045	\$ 1,062,135
TOTAL COST	\$ 401,841	\$ 401,841	\$ 401,841	\$ 1,205,523
REVENUE				
County General Funds	<u>\$ 401,841</u>	<u>\$ 401,841</u>	<u>\$ 401,841</u>	<u>\$ 1,205,523</u>
TOTAL REVENUE	\$ 401,841	\$ 401,841	\$ 401,841	\$ 1,205,523
TOTAL BUDGET	\$ 401,841	\$ 401,841	\$ 401,841	\$ 1,205,523

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1 B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
 2 provided pursuant to the Agreement, CONTRACTOR may make written application to  
 3 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the  
 4 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR  
 5 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR  
 6 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and  
 7 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on  
 8 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

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

20 D. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
 21 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 22 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
 23 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
 24 be made in accordance with generally accepted principles of accounting, and Medicare regulations. The  
 25 client eligibility determination and fee charged to and collected from clients, together with a record of  
 26 all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the  
 27 Agreement, must be reflected in CONTRACTOR's financial records.

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

## 30 31 **II. COMMON TERMS AND DEFINITIONS**

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

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



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

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

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

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

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

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

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

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

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

34 8. CAT means Centralized Assessment Team and provides 24 hour mobile response services  
35 to any adult who has a psychiatric emergency. This program assists law enforcement, social service  
36 agencies, and families in providing crisis intervention services for the mentally ill. CAT is a  
37 //

1 multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and  
2 provides case management, linkage, follow ups for individuals evaluated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 18. FSP

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

- 24 1) Crisis management;
- 25 2) Housing Services;
- 26 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case  
27 management;
- 28 4) Community-based Wraparound Recovery Services;
- 29 5) Vocational and Educational services;
- 30 6) Job Coaching/Developing;
- 31 7) Client employment;
- 32 8) Money management/Representative Payee support;
- 33 9) Flexible Fund account for immediate needs;
- 34 10) Transportation;
- 35 11) Illness education and self-management;
- 36 12) Medication Support;
- 37 13) Co-occurring Services;

- 1 14) Linkage to financial benefits/entitlements;
- 2 15) Family and Peer Support; and
- 3 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

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

34 23. IRIS means Integrated Records Information System and refers to a collection of  
 35 applications and databases that serve the needs of programs within the COUNTY and includes  
 36 functionality such as registration and scheduling, laboratory information system, billing and reporting

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1 capabilities, compliance with regulatory requirements, electronic medical records and other relevant  
2 applications.

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

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

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

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

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

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

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

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

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

35 f. Rehabilitation Service means an activity which includes assistance in improving,  
36 maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and  
37 //

1 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
2 medication education.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

33 d. Community: Relationships and social networks that provide support, friendship, love,  
34 and hope.

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



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

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

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

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

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

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

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

28  
29 **III. PAYMENTS**

30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$ 33,487  
31 per month for Period One, Period Two, and Period Three. All payments are interim payments only and  
32 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for  
33 which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder  
34 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period  
35 as noted in the Referenced Contract Provisions of the Agreement and, provided further,  
36 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

37 //

1 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the  
2 provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

32  
33 **IV. REPORTS**

34 A. CONTRACTOR shall maintain records and make statistical reports as required by  
35 ADMINISTRATOR and the DHCS on forms provided by either agency.

36 B. FISCAL

37 //

1 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
2 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
3 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
4 in the Services Paragraph of this Exhibit B to the Agreement. Such reports will also include actual  
5 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR  
6 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
7 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
8 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

16 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
17 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
18 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this  
19 Exhibit B to the Agreement and will include the employees' names, licensure status, monthly salary, hire  
20 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.  
21 The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following  
22 the end of the month being reported.

23 D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to  
24 ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be  
25 received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the  
26 month/quarter being reported unless otherwise specified. Programmatic reports will include the  
27 Monthly Services Report in which service and performance measures shall be reported in five (5)  
28 categories: total number of applications submitted, number of applications approved, number of  
29 applications denied, number of applications pending, and program changes. This report shall be  
30 submitted as directed by ADMINISTRATOR by the twentieth (20<sup>th</sup>) day of the month following the  
31 month being reported.

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

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

**V. SERVICES**

A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements for a professional office environment for the provision of a Supplemental Security Income (SSI) Outreach Services Program, for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

1971 E. 4<sup>th</sup> Street, Suite 130A  
Santa Ana, CA 92705

1. The facility shall:

- a. Include a space which can be used for the SSI Outreach Team staff to meet with Clients.
- b. Have accessible parking for Clients, including spaces for persons with disabilities.
- c. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.

2. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject to written approval by ADMINISTRATOR.

3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to adults, age eighteen (18) and older, who present with a serious and persistent mental illness and who have been referred or approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the language preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who are dually diagnosed or older adults (over 60 years of age).

**C. SSI OUTREACH SERVICES**

1. CONTRACTOR shall provide SSI outreach assistance and support to Clients who present with a serious and persistent mental illness by assisting Clients to apply for SSI Benefits and representing Clients in court to appeal denials of benefits. A minimum of two hundred (200) Clients will be served for each of the reporting period of this Agreement. The SSI Outreach Team will receive client referrals from COUNTY-operated and COUNTY-contracted programs, and designated hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting documentation. The SSI Outreach Team will be responsible to be knowledgeable of the current and pending requirements for the SSI application and approval process at all times.

2. For each Client referred for assistance with the SSI application process, CONTRACTOR shall contact applicable COUNTY-operated and COUNTY-contracted program staff within 2-5 business

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1 days after receiving the referral to discuss the case, the case process, and what will be required to  
2 proceed with the application and achieve an approval by SSA.

3 3. CONTRACTOR shall maintain contact with program staff during the entire process  
4 through completion, as required, to discuss any issues that may arise with the case, and to identify any  
5 additional information required, obtain clarification or context needed, and whether any further  
6 supporting evidence is required.

7 4. Should any behavioral issues with the Client arise during the case process that may impact  
8 or impede the process, CONTRACTOR shall contact the applicable program staff to resolve the issue.

9 5. Upon successful completion of the case, and application approval by SSA, CONTRACTOR  
10 shall contact referring program staff to determine if there are any additional questions they or the Client  
11 may have after receiving benefits, including any need for the Client to work with a Representative Payee  
12 to assist them with managing their benefits. After the client has been approved by SSA,  
13 CONTRACTOR shall make themselves available to client and referral source to answer any questions;  
14 CONTRACTOR shall discharge client within 90 days after approval from SSA.

15 6. CONTRACTOR shall, on a routine and as needed basis, provide to referring sources,  
16 individual consultation, monthly in-service presentations, training, and materials regarding the eligibility  
17 requirements and the application process. Referral source program staff may include, but not be limited  
18 to, Plan Coordinators or Personal Service Coordinators, Service Chiefs, and physicians.

19 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual  
20 client which shall include diagnostic studies, records of client interviews, progress notes, and records of  
21 service provided by various personnel in sufficient detail to permit an evaluation of services.  
22 CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of  
23 documentation in the clients’ records.

24 1. COUNTY may provide CONTRACTOR with copies of relevant database information  
25 which may include psychiatric and psychosocial histories, community functioning evaluations,  
26 coordination plans, service plans, medication records, and progress notes.

27 2. CONTRACTOR shall retain a complete and true copy of any client record created by  
28 CONTRACTOR.

29 3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws  
30 governing these records.

31 E. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide  
32 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps prior to  
33 accepting any client Admissions to the program. All P&Ps and program guidelines will be reviewed bi-  
34 annually at a minimum for updates. Policies will include but not limited to the following:

- 35 1. SSI Application and Approval Process
- 36 2. Quality Management/Performance Outcomes
- 37 3. Personnel/In-service Training

1 4. Code of Conduct/Compliance

2 5. Mandated Reporting

3 F. CONTRACTOR shall develop and provide an initial and on-going training module to be used  
4 for staff development and training that includes but is not limited to the following:

5 1. Orientation to the program’s goals, P&Ps

6 2. Training on subjects as required by state regulations

7 3. SSI application and approval process

8 G. CONTRACTOR shall develop and provide, during the first month of the contracting period, a  
9 SSI User’s Manual to be used as a reference document by all staff that refer clients to CONTRACTOR  
10 for SSI benefits. The User’s Manual shall be reviewed and approved by ADMINISTRATOR prior to  
11 distribution.

12 H. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the  
13 Secretary of HHS under HIPAA of 1996 for health care providers.

14 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI  
15 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

16 2. CONTRACTOR, including each employee that provides services under the Agreement,  
17 will obtain a NPI upon commencement of the Agreement or prior to providing services under the  
18 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
19 ADMINISTRATOR, all NPI as soon as they are available.

20 I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
21 service provided under this Agreement to individuals who are covered by Medi-Cal and have not  
22 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
23 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the  
24 Agreement.

25 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
26 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
27 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
28 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
29 institution, or religious belief.

30 K. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

31 1. Case conferences, as requested by ADMINISTRATOR.

32 2. Quarterly COUNTY management meetings with ADMINISTRATOR, or more frequent if  
33 required, to discuss contractual and other issues related to, but not limited to whether it is or is not  
34 progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be  
35 taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and services;

36 3. Clinical staff training for individuals, if applicable, conducted by CONTRACTOR and/or  
37 COUNTY.

1 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
2 conduct research activity on COUNTY clients without obtaining prior written authorization from  
3 ADMINISTRATOR.

4 M. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
5 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities  
6 are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possess the  
7 qualifications and capacity to perform all delegated responsibilities, including but not limited to the  
8 following:

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

20 N. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
21 ensure compliance with workload standards and productivity.

22 O. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

23 P. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

24 Q. ADMINISTRATOR shall provide a written copy of all assessments completed on clients  
25 referred for Admission to CONTRACTOR.

26 R. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
27 that adversely affect the quality or accessibility of client-related services provided by, or under contract  
28 with, the COUNTY as identified in the HCA's P&Ps.

29 S. PERFORMANCE OUTCOMES

30 1. CONTRACTOR shall assist Clients in the preparation and submission of SSI applications  
31 to obtain a minimum of a ninety percent (90%) approval rate in achieving entitlement benefits.

32 2. CONTRACTOR shall assist Clients in the preparation and submission of SSI Special  
33 Circumstance Cases to obtain a minimum of an eight-five percent (85%) approval rate in achieving  
34 entitlement benefits.

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

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**VI. STAFFING**

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

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

C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff member and placed in their personnel files.

D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the COUNTY's New Provider Training.

E. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual Compliance Training.

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

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

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

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

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
1			
2			
3	DIRECT PROGRAM		
4	1.00	1.00	1.00
5	3.00	3.00	3.00
6	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
7	5.00	5.00	5.00
8			
9	5.00	5.00	5.00

11 J. WORKLOAD STANDARDS – CONTRACTOR shall achieve a minimum of a ninety percent  
 12 (90%) overall approval rate for SSI applications submitted to the SSA, and an eighty-five (85%)  
 13 approval rate for SSI Special Circumstances applications submitted to the SSA, as specified in the  
 14 Services Paragraph of this Exhibit A to the Agreement.

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

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

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1 EXHIBIT B  
2 TO AGREEMENT FOR PROVISION OF  
3 SUPPLMENTAL SECURITY INCOME OUTREACH SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
8 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
9 JULY 1, 2019 THROUGH JUNE 30, 2022

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

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

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

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

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

34 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
35 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
36 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
37 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
2 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
3 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect ePHI and control access to it.

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

18 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
19 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an  
20 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains 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  
13 in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if  
14 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may  
15 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or  
16 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made  
17 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.  
18 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to  
19 terminate the Agreement.

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

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

37 //

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI 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 ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
25 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

30 c. Providing a level and scope of security that is at least comparable to the level and 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. CONTRACTOR shall retain each workforce member’s background check  
33 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 which



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

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

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

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

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

37 //

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

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

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

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

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

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

28 l. Access Controls. The system providing access to PHI COUNTY discloses to  
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
30 must use role based access controls for all user authentications, enforcing the principle of least 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 twenty four (24) hours.

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

32 5. Paper Document Controls

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

37 //

1 Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be  
2 checked in 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 twenty four (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) day  
6 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  
24 required 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 for  
18 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) days, provided termination of the  
22 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 C  
2 TO AGREEMENT FOR PROVISION OF  
3 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
8 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
9 JULY 1, 2019 THROUGH JUNE 30, 2022

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 SSA and CHHS.

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

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

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

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

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

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



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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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