

1 AGREEMENT FOR PROVISION OF
2 MULTI-SERVICE CENTER SERVICES FOR HOMELESS MENTALLY ILL ADULTS
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH
7 ASSOCIATION OF ORANGE COUNTY
8 JULY 1, 2018 THROUGH JUNE 30, 2021
9

10 THIS AGREEMENT entered into this 1st day of July 2018 (effective date), is by and between the
11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ORANGE
12 COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF
13 ORANGE COUNTY, a California nonprofit corporation, (CONTRACTOR). COUNTY and
14 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
15 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency
16 (ADMINISTRATOR).
17

18 **W I T N E S S E T H:**
19

20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Multi-Service
21 Center Services for Homeless Mentally Ill Adults described herein to the residents of Orange County;
22 and

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

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

Term: July 1, 2018 through June 30, 2021

Period One means the period from July 1, 2018 through June 30, 2019

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ 1,825,864
Period Two Maximum Obligation:	1,825,864
Period Three Maximum Obligation	<u>1,825,864</u>

TOTAL MAXIMUM OBLIGATION: \$ 5,477,592

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

Contractor DUNS Number: 80-608-5077

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
822 Town and Country Road
Orange, CA 92868
Jeffrey A. Thrash, MFT, Chief Executive Officer
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 of 2009
5	B. CCC	California Civil Code
6	C. CCR	California Code of Regulations
7	D. CEO	County Executive Office
8	E. CFDA	Catalog of Federal Domestic Assistance
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. COI	Certificate of Insurance
12	I. CSW	Clinical Social Worker
13	J. DHCS	California Department of Health Care Services
14	K. DRS	Designated Record Set
15	L. DSM	Diagnostic and Statistical Manual of Mental Disorders
16	M. FTE	Full Time Equivalent
17	N. GAAP	Generally Accepted Accounting Principles
18	O. HCA	County of Orange Health Care Agency
19	P. HHS	Federal Health and Human Services Agency
20	Q. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
21		Law 104-191
22	R. HSC	California Health and Safety Code
23	S. IHF	Independent Housing Fund
24	T. IRIS	Integrated Records Information System
25	U. ISO	Insurance Services Office
26	V. LCSW	Licensed Clinical Social Worker
27	W. MFT	Marriage and Family Therapist
28	X. MHP	Mental Health Plan
29	Y. MHS	Mental Health Specialist
30	Z. MHSA	Mental Health Services Act
31	AA. OCR	Federal Office for Civil Rights
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policies and Procedures
35	AE. PATH	Projects for Assistance in Transition from Homelessness
36	AF. PC	California Penal Code
37	AG. PHI	Protected Health Information

1	AH. PII	Personally Identifiable Information
2	AI. PRA	California Public Records Act
3	AJ. PSC	Personal Services Contract
4	AK. RN	Registered Nurse
5	AL. SAMHSA	Substance Abuse & Mental Health Services Administration
6	AM. SSI	Supplemental Security Income
7	AN. SIR	Self-Insured Retention
8	AO. USC	United States Code
9	AP. VA	Veteran's Administration
10	AQ. W&IC	California Welfare and Institutions Code

11

12 **II. ALTERATION OF TERMS**

13 A. This Agreement, together with Exhibit(s) A, B, and C attached hereto and incorporated herein,
14 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
15 matter of this Agreement.

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

20

21 **III. ASSIGNMENT OF DEBTS**

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

29

30 **IV. COMPLIANCE**

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

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

37 //

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

- 7 a. Designation of a Compliance Officer and/or compliance staff.
- 8 b. Written standards, policies and/or procedures.
- 9 c. Compliance related training and/or education program and proof of completion.
- 10 d. Communication methods for reporting concerns to the Compliance Officer.
- 11 e. Methodology for conducting internal monitoring and auditing.
- 12 f. Methodology for detecting and correcting offenses.
- 13 g. Methodology/Procedure for enforcing disciplinary standards.

14 3. If CONTRACTOR does not provide proof of its own Compliance program to
15 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
16 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
17 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
18 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
19 and Code of Conduct.

20 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
21 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
22 submit a copy of its compliance Program, Code of Conduct and all relevant policies and procedures to
23 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
24 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable
25 time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed
26 compliance program and code of conduct contain all required elements to the ADMINISTRATOR's
27 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.
28 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
29 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's
30 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
31 determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10
11 **V. CONFIDENTIALITY**

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

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

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

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

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

34
35 **VI. COST REPORT**

36 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
37 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall

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

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

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

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

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

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

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

37 | //

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

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

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

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

24
25 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
26 supporting documentation prepared by _____ for the cost report period
27 beginning _____ and ending _____ and that, to the best of my
28 knowledge and belief, costs reimbursed through this Agreement are reasonable and
29 allowable and directly or indirectly related to the services provided and that this Cost
30 Report is a true, correct, and complete statement from the books and records of
31 (provider name) in accordance with applicable instructions, except as noted. I also
32 hereby certify that I have the authority to execute the accompanying Cost Report.
33

34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

VII. DEPARTMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

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

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

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and

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1 shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

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

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

16
17 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

23 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
24 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
25 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
26 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
27 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
28 provide services, staffing, facilities or supplies.

29
30 **XII. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
33 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
34 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
35 including but not limited to personal injury or property damage, arising from or related to the services,
36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
37 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

1 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
2 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
3 a jury apportionment.

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

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

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

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

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

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

35 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII
36 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall

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1 constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate
2 this Agreement.

3 F. QUALIFIED INSURER

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

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

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1 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 2 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, not including the driver)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less, not including the driver)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more, not including the driver)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence

31 H. REQUIRED COVERAGE FORMS

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

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

36 I. REQUIRED ENDORSEMENTS

37 //

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

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

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

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

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

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

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

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

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

28 M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are
29 “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following
30 the completion of the Agreement.

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

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

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

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

9 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 11 a. Prior to the start date of this Agreement.
- 12 b. No later than the expiration date for each policy.
- 13 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 14 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

30 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 31 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
 32 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
 33

34 **XIII. INSPECTIONS AND AUDITS**

35 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 36 of the State of California, the Secretary of the United States Department of Health and Human Services,
 37 the Comptroller General of the United States, or any other of their authorized representatives, shall have

1 access to any books, documents, and records, including but not limited to, financial statements, general
2 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
3 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
4 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
5 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
6 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
7 premises in which they are provided.

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

12 C. AUDIT RESPONSE

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

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

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

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

34 **XIV. LICENSES AND LAWS**

35
36 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
37 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,

1 | accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
2 | required by the laws, regulations and requirements of the United States, the State of California,
3 | COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
4 | ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
5 | pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and
6 | exemptions. Said inability shall be cause for termination of this Agreement.

7 | B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

15 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or
16 reproduction of COUNTY’s name, logos, or symbols for any purpose, including commercial
17 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY’s
18 prior written consent is expressly prohibited.

19 B. CONTRACTOR may develop and publish information related to this Agreement where all of the
20 following conditions are satisfied:

21 1. ADMINISTRATOR provides its written approval of the content and publication of the
22 information at least 30 days prior to CONTRACTOR publishing the information, unless a difference
23 timeframe for approval is agreed upon by the ADMINISTRATOR;

24 2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that
25 the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds
26 identified as applicable];

27 3. The information does not give the appearance that the COUNTY, its officers, employees, or
28 agencies endorse:

29 a. any commercial product or service; and

30 b. any product or service provided by CONTRACTOR, unless approved in writing by
31 ADMINISTRATOR.

32 4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
33 available social media sites) to publish information related to this Agreement, CONTRACTOR shall
34 develop social media policies and procedures and have them available to ADMINISTRATOR.
35 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to
36 any social media developed in support of the services described within this Agreement. The policy is
37 available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

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

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

12
 13 **XVI. 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 **XVII. 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 federal
 24 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
 25 this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its
 26 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR
 27 also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

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XVIII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

1 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
2 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
3 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
4 Article 1 (§10800, et seq.) of the California Code of Regulations; 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 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 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 complaints
21 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
22 ADMINISTRATOR or COUNTY’s Patient Rights Office.

23 1. Whenever possible, problems shall be resolved informally and at the point of service.
24 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
25 resolve such 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 informal
28 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 Patients’ Rights Office at any point in the process. Clients shall be
31 informed of their right to access the 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, may file an appeal.

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
35 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
36 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
37 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of

1 | discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
2 | as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
3 | with succeeding legislation.

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

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

12 |
13 | **XIX. NOTICES**

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

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

19 | 2. When faxed, transmission confirmed;

20 | 3. When sent by Email; or

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

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

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

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

33 |
34 | **XX. NOTIFICATION OF DEATH**

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

37 | //

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

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

9 2. WRITTEN NOTIFICATION

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

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

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

21
 22 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

30
 31 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
 36 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
 37 violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to

1 the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of
2 federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIII. RESEARCH AND PUBLICATION

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

XXIV. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

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

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

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

XXV. SEVERABILITY

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

XXVI. SPECIAL PROVISIONS

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

- 1. Making cash payments to intended recipients of services through this Agreement.

1 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
2 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
3 of appropriated funds to influence certain federal contracting and financial transactions).

4 3. Fundraising.

5 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
6 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.

7 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
8 for expenses or services.

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

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

15 8. Severance pay for separating employees.

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

18 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

32 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
33 CONTRACTOR’s clients.

34
35 **XXVII. STATUS OF CONTRACTOR**

36 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
37 wholly responsible for the manner in which it performs the services required of it by the terms of this

1 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
2 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
3 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
4 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
5 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
6 subcontractors as they relate to the services to be provided during the course and scope of their
7 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
8 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner
9 to be COUNTY’s employees.

10
11 **XXVIII. TERM**

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

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

20
21 **XXIX. TERMINATION**

22 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days’
23 written notice given the other party.

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

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

- 30 1. The loss by CONTRACTOR of legal capacity.
- 31 2. Cessation of services.
- 32 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
33 another entity without the prior written consent of COUNTY.
- 34 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
35 required pursuant to this Agreement.
- 36 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
37 Agreement.

1 6. The continued incapacity of any physician or licensed person to perform duties required
2 pursuant to this Agreement.

3 7. Unethical conduct or malpractice by any physician or licensed person providing services
4 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
5 removes such physician or licensed person from serving persons treated or assisted pursuant to this
6 Agreement.

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14 **XXX. THIRD PARTY BENEFICIARY**

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

18
19 **XXXI. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
24 Agreement.

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

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

6
7 DocuSigned by:
8 BY: Jeff Thrash DATED: 4/16/2018
9 94C5D4F6B2E54BC...

10 TITLE: CEO

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29 DocuSigned by:
30 BY: Eric Divine DATED: 4/16/2018
31 DEPUTY 04E399C71E6D4FD...

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

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF MULTI-SERVICE CENTER SERVICES FOR
3 HOMELESS MENTALLY ILL ADULTS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
9 JULY 1, 2018 THROUGH JUNE 30, 2021

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

12 A. The following standard definitions are for reference purposes only and may or may not apply in
13 their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to
14 those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

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

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

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

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

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

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

34 b. Emerging Practices means that the practice(s) seems like a logical approach to
35 addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
36 practice, or innovators in academia or policy makers; and at least one recognized expert, group of
37 //

1 researchers or other credible individuals have endorsed the practice as worthy of attention based on
2 outcomes; and finally, it produces specific outcomes.

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

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

13 7. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile
14 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,
15 on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide
16 diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to
17 Mental Health Services.

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

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

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

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

29 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates
30 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
31 psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis
32 stabilization treatment, and referral to the appropriate level of continuing care. As a designated
33 outpatient facility, the CSU may evaluate and treat Clients for no longer than 23 hours.

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

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

1 b. Data Certification means the process of reviewing State and County mandated outcome
2 data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is
3 accurate.

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

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

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

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

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

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

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

32 18. Full Service Partnership (FSP) and refers to a type of program described by the State in the
33 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full
34 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and
35 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
36 will be established including the Client, psychiatrist, and PSC. Whenever possible, these
37 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social

1 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of fifteen
 2 to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will
 3 include, but not be limited to, the following: crisis management, housing services, twenty-four (24)-hours
 4 per day, seven (7) days per week intensive case management, community-based wraparound recovery
 5 services, vocational and educational services, job coaching/developing, Client employment, money
 6 management/representative payee support, Flexible Fund account for immediate needs, transportation,
 7 illness education and self-management, medication support, co-occurring services, linkage to financial
 8 benefits/entitlements, family and peer support, and supportive socialization and meaningful community
 9 roles.

10 a. Client Services are focused on Recovery and harm reduction to encourage the highest
 11 level of Client empowerment and independence achievable. PSCs will meet with the Client in their
 12 current community setting and will develop a supportive relationship with the individual served.
 13 Substance abuse treatment will be integrated into services and provided by the Client’s team to
 14 individuals with a co-occurring disorder.

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

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

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

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

35 22. Integrated Records Information System (IRIS) means a collection of applications and
 36 databases that serve the needs of programs within the COUNTY and includes functionality such as

37 //

1 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance
2 with regulatory requirements, electronic medical records and other relevant applications.

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

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

11 25. Marriage and Family Therapist means an individual who meets the minimum professional
12 and licensure requirements set forth in CCR, Title 9, Section 625.

13 26. Medical Necessity means the requirements as defined in the ADMINISTRATOR MHP
14 Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
15 Impairment Criteria and Intervention Related Criteria.

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

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

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

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

28 c. Collateral means a significant support person in a beneficiary's life and is used to define
29 services provided to them with the intent of improving or maintaining the mental health status of the
30 Client. The beneficiary may or may not be present for this service activity.

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

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

1 justification and effectiveness for use of the medication, dosage, side effects, compliance and response to
2 medication, as well as obtaining informed consent, providing medication education and plan
3 development related to the delivery of the service and/or assessment of the beneficiary.

4 f. Rehabilitation Service means an activity which includes assistance in improving,
5 maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and
6 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or
7 medication education.

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

13 h. Therapy means a service activity which is a therapeutic intervention that focuses
14 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
15 delivered to an individual or group of Clients which may include family therapy in which the Client is
16 present.

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

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

25 31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s
26 Degree and four years of experience in a mental health setting and who performs individual and group
27 case management studies.

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

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

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

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

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

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

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

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

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

35 41. Pharmacy Benefits Manager (PBM) means the organization that manages the medication
36 benefits that are given to Clients that qualify for medication benefits.

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

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

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

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

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

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

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

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

27 50. Quality Improvement Committee (QIC) refers to a committee that meets quarterly to review
28 one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and
29 appropriateness of services provided. At a minimum, the committee is comprised of one (1) Contractor
30 administrator, one (1) Clinician and one (1) Physician who is not involved in the clinical care of the
31 cases.

32 51. Recovery is a process of change through which individuals improve their health and
33 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
34 dimensions to support Recovery in live:

35 a. Community: Relationships and social networks that provide support, friendship, love,
36 and hope;

37 //

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

3 c. Home: A stable and safe place to live; and

4 d. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
5 caretaking, or creative endeavors, and the independence, income, and resources to participate in society.

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

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

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

20 55. Token means the security device which allows an individual user to access the COUNTY’s
21 computer based IRIS.

22 56. Uniform Method of Determining Ability to Pay (UMDAP) refers to the method used for
23 determining the annual Client liability for Mental Health Services received from the County mental
24 health system and is set by the State of California.

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

31 58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers
32 to a Client self-help technique for monitoring and responding to symptoms to achieve the highest
33 possible levels of wellness, stability, and quality of life.

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

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II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Services and Supplies	0	0	0	0
Indirect Costs	<u>177,000</u>	<u>177,000</u>	<u>177,000</u>	<u>531,000</u>
SUBTOTAL	\$ 177,000	\$ 177,000	\$ 177,000	\$ 531,000
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$ 912,856	\$ 912,856	\$ 912,856	\$ 2,738,568
Benefits	180,178	180,178	180,178	540,534
Services and Supplies	418,282	418,282	418,282	1,254,846
Flexible Funds	50,000	50,000	50,000	150,000
Independent Housing Fund	32,788	32,788	32,788	98,364
Subcontractor	<u>54,760</u>	<u>54,760</u>	<u>54,760</u>	<u>164,280</u>
SUBTOTAL PROGRAM COST	\$ 1,648,864	\$ 1,648,864	\$ 1,648,864	\$ 4,946,592
TOTAL COST	\$ 1,825,864	\$ 1,825,864	\$ 1,825,864	\$ 5,477,592
REVENUE				
PATH	\$ 556,652	\$ 556,652	\$ 556,652	\$ 1,669,956
SAMHSA	103,733	103,733	103,733	311,199
COUNTY Discretionary	740,280	740,280	740,280	2,220,840
MHSA	<u>425,199</u>	<u>425,199</u>	<u>425,199</u>	<u>1,275,597</u>
TOTAL REVENUE	\$ 1,825,864	\$ 1,825,864	\$ 1,825,864	\$ 5,477,592
TOTAL MAXIMUM	\$ 1,825,864	\$ 1,825,864	\$ 1,825,864	\$ 5,477,592
OBLIGATION				
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//				
//				
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1 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
2 between budgeted line items, for the purpose of meeting specific program needs or for providing
3 continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by
4 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
5 Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative
6 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual
7 impact of the shift as may be applicable to the current contract period and/or future contract periods.
8 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
9 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
10 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
11 may result in disallowance of those costs.

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

20 D. CFDA Information

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

- 23
- 24 a. CFDA Year: 2017
- 25 CFDA No.: 93.150
- 26 Program Title: Projects for Assistance in Transition from Homelessness (PATH)
- 27 Federal Agency: Department of HHS
- 28 Award Name: Substance Abuse and Mental Health Services
- 29

- 30 b. CFDA Year: 2017
- 31 CFDA No.: 93.958
- 32 Program Title: Substance Abuse & Mental Health Services Administration
- 33 (SAMHSA)
- 34 Federal Agency: Department of HHS
- 35 Award Name: Substance Abuse and Mental Health Services

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

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

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

8
9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$152,155
11 per month for Period One, Period Two, and Period Three. All payments are interim payments only and
12 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which
13 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder, provided,
14 however, the total of such payments does not exceed the Maximum Obligation as specified in the
15 Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are
16 reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its
17 discretion, pay supplemental invoices for any month for which the provisional amount specified above
18 has not been fully paid.

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

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

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

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

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

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

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

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

11
12 **IV. REPORTS**

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

15 **B. FISCAL**

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

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

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

36 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
37 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form

1 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no
2 later than twenty (20) calendar days following the end of the month being reported, unless otherwise
3 specified. Programmatic reports will include, but not be limited to, the following:

4 1. Training provided to staff; and

5 2. A description of CONTRACTOR’s progress in implementing the provisions of the
6 Agreement, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,
7 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it is
8 or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify
9 what steps will be taken to achieve satisfactory progress.

10 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their
11 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing
12 satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be
13 taken to achieve satisfactory progress.

14 4. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or
15 issues that adversely affect the quality or accessibility of Client-related services provided by, or under
16 contract with, the COUNTY as identified in the HCA P&Ps.

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

21 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
22 welfare of Clients including, but not limited to, serious physical harm to self or others, serious destruction
23 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR
24 shall notify COUNTY within twenty-four (24) hours of becoming aware of any such serious adverse
25 incident, and complete a Special Incident Report in accordance with established P&Ps.

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

28
29 **V. SERVICES**

30 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements
31 for the provision of a Multi-Service Center (MSC) for Homeless Mentally Ill Adults, for exclusive use by
32 COUNTY at the following location, or any other location approved, in advance, in writing, by
33 ADMINISTRATOR:

34
35 2416 South Main Street
36 Santa Ana, CA 92707

37 //

- 1 1. The facility shall:
- 2 a. Be sufficient to accommodate and serve an average of eighty-five (85) – ninety (90)
- 3 Clients at any one time, and the ability to accommodate up to one hundred (100) Clients per day.
- 4 b. Be clean and maintained in a manner appropriate for the contracted services being
- 5 provided.
- 6 c. Include a dayroom; an area for food preparation; space which can be used for groups;
- 7 classes, or pre-vocational activities; and space to support the services specified within the Agreement.
- 8 d. Include separate, private showers, and changing areas for men and women, toiletries,
- 9 and laundry facilities.
- 10 e. Have separate restrooms for men and women that are accessible to persons with
- 11 disabilities.
- 12 f. Have accessible parking for homeless adults with mental illness, including spaces for
- 13 persons with disabilities.
- 14 g. Be situated in a location that is readily accessible by public transportation and accessible
- 15 to people with disabilities.
- 16 h. The hours of operation shall be from 6:00 a.m. until 3:30 p.m., seven days a week;
- 17 however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless
- 18 adults with mental illness with approval from ADMINISTRATOR.
- 19 i. Provide daily supervised access to telephone and internet usage for each Client in the
- 20 program, as necessary, in an effort to contact and/or assist homeless adults with mental illness in
- 21 reuniting with family members, job search, research educational activities, and search for permanent
- 22 housing opportunities.
- 23 j. Provide a quiet rest area, separate for men and women, who have been awake outdoors
- 24 through the night.
- 25 k. Provide a secure, locked storage area located in an area other than the main area for
- 26 homeless Clients to keep their possessions during the time they are in the facility, or if they need to leave
- 27 for short periods of time.
- 28 2. CONTRACTOR shall provide an unarmed, uniformed security guard seven (7) days per
- 29 week, eight (8) hours per day, from 7:30 a.m. to 4:30 p.m. at the MSC. The security guard shall be
- 30 available to assist staff in de-escalation of any incidents within the program, as well as to ensure that
- 31 Clients are not congregating in parking areas at the program, or at neighboring businesses in the
- 32 immediate vicinity of the MSC.
- 33 3. CONTRACTOR shall periodically conduct fire drills at the MSC facility which shall
- 34 include, but not be limited to, testing of all smoke alarms, orderly evacuation of the premises, and
- 35 assembly of Clients and staff in a pre-designated location outside the MSC. Fire extinguishers shall be
- 36 periodically inspected and kept in proper working order at all times, and designated staff shall be
- 37 provided annual training on the proper use of the fire extinguishers.

1 4. CONTRACTR shall designate a Safety representative to coordinate fire drills, smoke alarm
2 testing, fire extinguisher training, and any other training required for the safety and well-being of all
3 Clients and staff within the MSC program.

4 B. INDIVIDUALS TO BE SERVED – Homeless Mentally Ill Adults living in COUNTY, age
5 eighteen (18) and over, who may also have a co-occurring substance abuse disorder. Referrals will come
6 from a number of sources, including but not limited to, the following:

- 7 1. COUNTY contracted shelter bed providers;
- 8 2. Community outreach workers and MSC/Courtyard program community workers;
- 9 3. Community Based Organizations (CBO); and
- 10 4. Consumer referrals.

11 C. PROGRAM SERVICES – MULTI-SERVICE CENTER

12 1. Outreach Services – CONTRACTOR shall provide outreach services to homeless persons in
13 COUNTY who have a mental illness, and may also have a co-occurring substance abuse disorder and/or
14 are veterans, who could benefit from linkage to appropriate services.

15 2. Initial Interview – CONTRACTOR shall provide an initial interview within one (1) week of
16 first contact to determine if an individual is eligible for services and to determine the individual’s current
17 level of functioning and needs.

18 3. Health Assessment – CONTRACTOR shall complete a Health Assessment to screen for the
19 medical, mental health, and case management needs of the client, and the eligibility of an individual to
20 receive services. CONTRACTOR shall examine each Client’s strengths, weaknesses, and resource needs
21 to establish an Individual Service Plan (ISP). The ISP records the Client’s level of psychosocial
22 impairment, substance abuse and physical health problems, support network availability, adequacy of
23 living arrangements, financial status, and employment status including employment potential and training
24 needs. Each ISP shall be reviewed and updated quarterly, at a minimum.

25 4. Case Management – CONTRACTOR shall provide services including, but not limited to,
26 providing assistances and support to individuals in developing their skills to gain access to needed
27 medical, behavioral health, housing, employment, social, educational, and other services essential to
28 meeting basic human services, in addition to providing linkages and training for the Client served in the
29 use of basic community resources, and monitoring of overall service delivery. CONTRACTOR shall
30 perform techniques related to Motivational Interviewing, and worked with Clients within the tenets of
31 the Recovery Model, in order to elicit information, and engage with their Clients.

32 5. Food Services - On a daily basis, CONTRACTOR shall provide continental breakfast, lunch,
33 and snacks to an average of eighty-five (85) to ninety (90) Clients per day, as follows:

34 a. Breakfast: CONTRACTOR shall provide continental breakfast each morning, and shall
35 offer a variety of items that may include, but are not limited to, fruit, breakfast pastry, yogurt, cereal, and
36 other nutritional breakfast fare.

37 //

1 b. Lunch: CONTRACTOR shall provide nutritionally balanced hot lunches each day.
2 Lunches shall contain at least one (1) serving of each of the following four (4) basic food groups:

- 3 1) Meat, fish, poultry, or protein substitute;
- 4 2) Grain;
- 5 3) Fruits and vegetables; and
- 6 4) Dairy.

7 c. Snacks: CONTRACTOR shall make snacks and fruit juices or coffee available to
8 Clients twice each day.

9 d. CONTRACTOR shall seek training from a qualified nutritionist, or equivalent, to assist
10 with the planning and development of nutritionally balanced meals to be served daily at the program.

11 e. CONTRACTOR shall develop, and post in a conspicuous place in the program, a
12 monthly calendar of the daily meals offered by the program for that month.

13 f. Health Inspections – CONTRACTOR’s Food Services program shall be periodically
14 subject to health inspections by appropriate County of Orange authorities, and bidder shall maintain these
15 services in accordance with all applicable laws and regulations.

16 g. Food Handling Certification – CONTRACTOR’s staff who are responsible for food
17 preparation and distribution are required to complete a certified food handling course, and maintain such
18 certification at all times while working in the program.

19 6. Peer/Volunteer Counseling – Volunteers may be trained by professionals to counsel Clients
20 in a self-help approach to increase Clients’ readiness for treatment. The peer/volunteers' training,
21 combined with similar life experiences, will enable Peer/Volunteer counselors to help Clients cope with a
22 range of common concerns.

23 7. Field Case Management Services

24 a. General Population - CONTRACTOR shall provide field case management services to
25 homeless persons in County who have a mental health disorder, and may also have a co-occurring
26 substance use disorder, who could benefit from MSC services and/or referral and linkage to appropriate
27 community medical, behavioral health or other necessary services. CONTRACTOR shall embed in their
28 services techniques on Evidence Based Practices (EBP) such as Trauma-Informed Care, Motivational
29 Interviewing, and Critical Time Intervention, which are useful to those working with individuals
30 experiencing homelessness. CONTRACTOR shall provide ongoing trainings to staff to increase the
31 effectiveness of the community’s outreach, in-reach, and engagement efforts.

32 b. Veteran Population - CONTRACTOR shall provide field case management services to
33 homeless persons in County, specifically geared toward veterans of the armed forces, who could benefit
34 from linkage to appropriate services and to the Veteran’s Administration or the Veteran’s Hospital Long
35 Beach for medical, psychiatric, benefits acquisition or other needed services. CONTRACTOR shall
36 make space available in their program for visiting or collaborating agency community outreach
37 representatives, as necessary, for coordination of services.

1 8. Referrals - CONTRACTOR shall provide assistance to Clients in obtaining and coordinating
2 social and maintenance services including: daily living activities; transportation services; habilitation and
3 rehabilitation services; housing services; pre-vocational and vocational services; educational services;
4 medical services; veteran services; and income support services.

5 9. Support for Short-Term Housing – CONTRACTOR shall provide support for County’s
6 Short-Term Housing (Shelter Bed) Program by:

7 a. Providing space at the MSC facility for County staff to provide Short-Term Housing
8 coordination services.

9 b. Keeping County apprised of issues and/or concerns related to County contracted Short-
10 Term Housing facilities.

11 10. Transportation – CONTRACTOR shall provide transportation for Clients to and from
12 emergency Short-Term Housing facilities (Shelter Beds) on an as needed basis, General Relief and
13 Supplemental Security Income (SSI) offices, non-emergency medical and mental health services, and
14 other service providers as necessary, including the Courtyard in downtown Santa Ana if required.
15 CONTRACTOR shall provide assistance with mapping and accessing public transportation for Clients.
16 Bus passes shall also be made available on an as needed basis, and CONTRACTOR shall offer bus
17 passes and/or provide transportation to Clients at the end of the program day, to return them to their place
18 of residence, as required. All bus passes shall be maintained in a secure location, and disbursement of
19 bus passes shall be kept in a formal record keeping log and made available to ADMINISTRATOR upon
20 request.

21 11. Independent Housing Fund (IHF) Program Services

22 a. CONTRACTOR shall provide supportive services to ADMINISTRATOR.
23 CONTRACTOR shall be responsible for:

- 24 1) Managing funds allocated by COUNTY for IHF;
- 25 2) Preparing checks as requested by ADMINISTRATOR;
- 26 3) Notifying ADMINISTRATOR when checks are ready for disbursement;
- 27 4) Maintaining records of IHF expenditures;
- 28 5) Providing reports on IHF account activity monthly or as requested;
- 29 6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt;

30 and

31 7) Meeting monthly to reconcile CONTRACTOR records with ADMINISTRATOR
32 records.

33 b. ADMINISTRATOR will be responsible for screening of applicants, selecting applicants,
34 and coordinating the IHF Program.

35 12. Vocational and Pre-Vocational Services

36 a. CONTRACTOR shall offer work adjustment and vocational services for those Clients
37 able to work, including job referrals for day labor, part-time, full-time, and permanent employment.

1 b. CONTRACTOR shall offer pre-vocational programs designed for lower functioning
2 Clients, including cleaning duties, sorting clothes, food preparation and serving, bagging food, and
3 maintaining shower and laundry schedules.

4 c. CONTRACTOR shall develop and utilize a job activity board. The board will be
5 updated with assigned jobs for lients on a daily basis.

6 13. Linkage to Behavioral Health Services

7 a. CONTRACTOR shall provide field case management services to homeless persons in
8 COUNTY who have mental health and/or substance abuse disorders and require linkage to appropriate
9 services.

10 b. CONTRACTOR shall develop linkages with COUNTY Behavioral Health Services,
11 recovery homes, and other substance abuse providers in the community.

12 c. CONTRACTOR shall meet regularly with ADMINISTRATOR to review established
13 linkage procedures to all available services.

14 14. Housing Services – CONTRACTOR shall provide housing services to assist homeless
15 mentally ill adults, including those at risk of becoming homeless, in evaluating, locating, and
16 maintaining, safe permanent housing in the community. CONTRACTOR shall:

17 a. Coordinate housing services with ADMINISTRATOR’s Plan Coordinators;

18 b. Develop, maintain, and post a list of housing resources for Clients from information that
19 is available to the public; and

20 c. Provide support services to maintain independent living for Clients who have secured
21 housing.

22 15. Benefits Assistance – CONTRACTOR shall assist Clients with benefits assessment,
23 problem-solving, and/or acquisition (SSI, SSDI, etc.).

24 16. Substance Use Disorder (SUD) Services– Provide a space for SUD Services, which may
25 include, but not be limited to, a room for private individual, group meetings, and 12-Step or similar group
26 meetings.

27 17. Medical Services –CONTRACTOR shall provide initial Assessments of general medical
28 status and maintain the ability to provide basic wound care or refer to another facility as needed.

29 18. Employment and Vocational Training Services – CONTRACTOR shall facilitate pre-
30 employment and employment activities that may include, but are not limited to: job preparedness groups
31 and individual evaluation; assistance with locating employment; skills identification; resume writing;
32 dressing for success; interviewing and follow-up techniques and practice; job search including attendance
33 at job fairs; job coaching; and other activities focused on attaining and maintaining employment. Some
34 or all vocational services may be provided onsite by CONTRACTOR or another provider with
35 appropriate qualifications.

36 19. Educational Services – CONTRACTOR shall provide, or cause to be provided, educational
37 opportunities appropriate to this population such as stigma elimination, education on common mental

1 illnesses, recovery principles, health and wellness classes, and assistance to continue formal or technical
2 education. One (1) to two (2) opportunities shall be made available daily.

3 20. Showers, Clothing, Laundry – CONTRACTOR shall provide showers, changing areas, a
4 change of clothes, and access to a washer and dryer to homeless Clients who have a need for them.

5 21. Mailing Address – CONTRACTOR shall establish a mailing address for persons that need
6 an address in order to receive SSI or other benefits. CONTRACTOR shall be responsible for developing
7 a system to protect and distribute the mail that is received at this address.

8 **D. PROGRAM SERVICES – COURTYARD**

9 1. Outreach Services – CONTRACTOR shall develop and deploy a mobile team of community
10 workers to serve the Courtyard and provide field case management. The Courtyard is located at: 400 W.
11 Santa Ana Blvd., Santa Ana, CA 92701. CONTRACTOR shall coordinate field case management efforts
12 with multiple HCA Behavioral Health Services (BHS) staff including, but not limited to:

- 13 a. BHS Outreach and Engagement team;
- 14 b. Designated BHS Intake Clinician assigned to the Courtyard for linkage to outpatient
15 services;
- 16 c. Designated BHS residential substance use and medical detox Gatekeeper to facilitate
17 linkage for substance abuse treatment; and
- 18 d. Other County and community collaborative partners serving the Courtyard as identified
19 by HCA BHS.

20 2. CONTRACTOR shall coordinate with Courtyard BHS staff to determine and facilitate
21 linkage to the most appropriate services for each individual, and shall transport or facilitate transportation
22 of Clients to those services, as required.

23 3. CONTRACTOR shall utilize flex funding, in accordance with the Flex Funds section of
24 this Exhibit A to the Agreement, to provide bus passes, basic living essentials such as hygiene kits and
25 clothing if necessary, and other essential and necessary items the individuals being served may require.

26 **E. WORKLOAD STANDARDS**

27 1. CONTRACTOR shall provide approximately thirty-one thousand twenty-five (31,025) units
28 of service, which shall be achieved by serving a daily average of eighty-five (85) – ninety (90) persons
29 per day each day at the MSC location during the term of the Agreement.

30 2. CONTRACTOR shall provide approximately eight hundred fifty (850) contacts per month,
31 one hundred fifty (150) referrals per month, and forty-five (45) linkages per month at the Courtyard
32 location.

33 **F. PROGRAM OBJECTIVES - CONTRACTOR shall, at a minimum, track and monitor the**
34 **following activities:**

35 1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral
36 Health clinics, Mental Health Services Act (MHSA) FSP programs, VA Mental Health and health related

37 //

1 services and other community based mental health and other resources. CONTRACTOR shall track
2 referrals and linkages to services for both the MSC program as well as the Courtyard location.

3 2. The total number of both duplicated and unduplicated Clients served by the MSC program
4 and Courtyard location, including but not limited to: Field case management, Housing, Veteran’s, and
5 Pre-Vocational Services.

6 3. The total number of Veteran contacts for both the MSC program as well as the Courtyard
7 location, Veterans enrolled in the MSC program, and enrolled Veteran’s linked to Veteran’s
8 Administrative services.

9 4. The total number of community worker field contacts including both duplicated and
10 unduplicated Clients, for the MSC program and Courtyard location.

11 5. The total number of Clients who have obtained employment through the MSC program.

12 6. The total number of Clients who have utilized showers and obtained clothing through the
13 MSC program.

14 7. The total number of Clients who have utilized mail services at the MSC program.

15 8. The total number of Clients, both duplicated and unduplicated, who have been transported to
16 shelter beds from the MSC program; the total number of Clients, both duplicated and unduplicated, who
17 have been transported to behavioral health, medical services, other community resources from the
18 Courtyard location; and those MSC Clients requiring transportation to their place of residence at the end
19 of the program day.

20 9. The total number of bus passes provided to Clients from both the MSC program and
21 Courtyard location.

22 10. The total number and type of in-service trainings provided to CONTRACTOR’s staff.

23 11. The total number and type of psychosocial groups provided by CONTRACTOR.

24 12. The total number of interns/volunteers utilized to assist in providing services identified in
25 this Exhibit A to the Agreement.

26 13. The type and dollar amount of donations accepted by the MSC program.

27 14. The total number of Clients who used laundry services at the MSC program.

28 15. The total number of Clients who received breakfast, lunch, and morning and afternoon
29 snacks at the MSC program.

30 16. The total number of Clients who received nursing consultations, assessments, basic nursing
31 care, referrals, and linkage to medical care services for both the MSC program and Courtyard location.

32 17. The total number of nursing activities related to health prevention outreach, and well-being
33 groups.

34 G. PERFORMANCE OUTCOMES – During the term of the Agreement, CONTRACTOR shall be
35 required to achieve performance outcomes, and track performance outcome statistics in monthly
36 programmatic reports. Performance Outcomes may include, but not be limited to:

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1 1. CONTRACTOR shall refer a minimum of one thousand eight hundred (1,800) Clients from
2 the MSC program to other supportive service agencies for one time and ongoing assistance. Such
3 services shall include, but are not limited to: behavioral health services; drug and alcohol services;
4 medical and health related services; food; identification cards; bus passes; and legal services;

5 2. CONTRACTOR shall provide field case management to, and enroll a minimum of one
6 hundred twenty-five (125) veteran Clients and link a minimum of one hundred (100) veteran Clients to
7 Veteran’s Affairs (VA) resources, including VA Mental Health services;

8 3. CONTRACTOR’s MSC program shall link a minimum of eighty-five (85) unduplicated
9 Clients to their initial meeting with COUNTY Behavioral Health clinics, MHSA Full Service Partnership
10 programs and other community mental health resources;

11 4. CONTRACTOR shall refer two hundred twenty (220) Clients to the MSC housing program
12 and successfully link one hundred thirty-five (135) Clients to housing;

13 5. CONTRACTOR’s MSC program shall provide pre-vocational services to one hundred fifty
14 (150) Clients and successfully assist thirty (30) Clients in attaining employment; and

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

22 H. FLEXIBLE FUNDS

23 1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
24 appropriate for the treatment of Client’s mental illness and overall quality of life;

25 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
26 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s
27 monthly Expenditure and Revenue Report;

28 3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds
29 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the
30 Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no
31 later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been
32 approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds
33 expenditures may be disallowed by ADMINISTRATOR;

34 4. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the
35 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
36 Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

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- 1 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:
- 2 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
- 3 what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible
- 4 Funds shall be individualized according to Client's needs. Include a sample listing of certain
- 5 expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
- 6 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
- 7 expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This may
- 8 include procedures for check requests/petty cash, or other methods of access to these funds;
- 9 c. Identification of the process for documenting and accounting for all Flexible Funds
- 10 expenditures, which shall include, but not be limited to, retention of comprehensible source
- 11 documentation such as receipts, general ledgers, and needs documented in Client's Individual Service
- 12 Plan;
- 13 d. Statement indicating that Flexible Funds may only be utilized when other community
- 14 resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in a
- 15 timely manner, or are not appropriate for a Client's situation. CONTRACTOR will assist Clients in
- 16 exploring other available resources, whenever possible, prior to utilizing Flexible Funds;
- 17 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000,
- 18 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,
- 19 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify
- 20 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
- 21 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
- 22 may result in disallowance of the expenditure;
- 23 f. Statement that pre-purchases shall only be for food, transportation, and clothing, as
- 24 required and appropriate;
- 25 g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers
- 26 and/or gift cards shall be limited to a combined \$2,000 supply on-hand at any given time, and that all
- 27 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
- 28 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
- 29 twenty-five (\$25) each;
- 30 h. Statement indicating that Flexible Funds are not to be used for housing for Clients, but
- 31 may be used for temporary motel stays for Clients at the SATT location, as appropriate and authorized by
- 32 HCA program staff;
- 33 i. Statement indicating that Flexible Funds shall not be given in the form of cash to any
- 34 Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and
- 35 j. Identification of procedure to ensure secured storage and documented disbursement of
- 36 gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
- 37 possession.

1 I. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved
2 by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

3 J. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved
4 by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff
5 training to address neighbor complaints, and a resolution process.

6 K. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
7 Subparagraph C. of the Compliance Paragraph of the Agreement.

8 L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
9 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's
10 standard of care, P&P's, documentation standards and any state regulatory requirements.

11 M. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room
12 and board list compiled and maintained based upon Client experience and utilization.

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

18 O. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
19 welfare of Clients, including but not limited to, serious physical harm to self or others, serious destruction
20 of property, and developments, which may raise liability issues with COUNTY, and shall advise
21 ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or
22 accessibility of Client related services provided under the Agreement, as set forth in the Notices
23 Paragraph of the Agreement.

24 P. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
25 ensure compliance with workload standards and productivity.

26 Q. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

27 R. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&P.

28 S. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines
29 and standards. CONTRACTOR shall ensure that all chart documentation is completed within the
30 appropriate timelines.

31 T. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR, including but not
32 limited to:

- 33 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance
- 34 issues including, but not limited to, whether the program is or is not progressing satisfactorily in
- 35 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
- 36 progress, compliance with P&P, review of statistics and clinical services;

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2. Staff training for individuals conducted by ADMINISTRATOR; and

3. Other staff training as requested by ADMINISTRATOR.

U. CONTRACTOR shall develop all requested and required program specific P&P, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&P and prior to accepting any Client admissions to the program.

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

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. 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 policies and procedures (P&P); 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 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.

D. 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.

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

PROGRAM	<u>FTE</u>
Assistant Coordinator	2.00
Back to Work Specialist	1.00
Case Manager	7.00
Counselor	3.00
Counselor/Outreach Worker	1.00
Data Analyst	1.00
Dual Diagnosis Specialist	1.00
Facility Manager	1.00
Housing Specialist	2.00
Lead Case Manager	1.00
Program Assistant	1.00
Program Director	1.00
Regional Clinical Supervisor	0.40
Registered Nurse	0.50
Van Driver	1.00
Veteran Liaison	1.00
Veteran Outreach Worker	<u>1.00</u>
TOTAL PROGRAM FTEs	25.90
TOTAL CONTRACT FTEs	25.90

28 F. CONTRACTOR may augment the above paid staff with volunteers upon written approval of
 29 ADMINISTRATOR.

30 G. CONTRACTOR shall maintain personnel files for each staff member, including the management
 31 and other administrative positions, both direct and indirect, which will include, but not be limited to, and
 32 application for employment, qualifications for the position, documentation of bicultural/bilingual
 33 capabilities (if applicable), pay rate and evaluations justifying pay increases.

34 H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 35 ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Agreement.
 36 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and
 37 place it in their personnel files.

1 I. CONTRACTOR shall provide effective administrative management of the budget, staffing,
2 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to
3 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and
4 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,
5 the following:

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

17 J. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
18 conduct research activity on COUNTY Clients without obtaining prior written authorization from
19 ADMINISTRATOR.

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

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1 EXHIBIT B
 2 AGREEMENT FOR PROVISION OF
 3 MULTI-SERVICE CENTER SERVICES FOR HOMELESS MENTALLY ILL ADULTS
 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, 2018 THROUGH JUNE 30, 2021

10
 11 **I. PERSONAL INFORMATION PRIVACY 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, Civil Code § 1798.29(d).

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

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

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

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

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

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

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

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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