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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2016 through June 30, 2018

Period One means the period from July 1, 2016 through June 30, 2017

Period Two means the period from July 1, 2017 through June 30, 2018

Maximum Obligation:

Period One Aggregate Maximum Obligation: \$4,651,229

Period Two Aggregate Maximum Obligation: 4,651,229

TOTAL MAXIMUM OBLIGATION: \$9,302,458

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: «DUNS_»

CONTRACTOR TAX ID Number: «TAX_ID_»

Notices to COUNTY and CONTRACTOR:

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

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

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I. ACRONYMS

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

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

1	AH.	ID	Identification
2	AI.	IEA	Information Exchange Agreement
3	AJ.	IRIS	Integrated Records and Information System
4	AK.	ISO	Insurance Services Office
5	AL.	MHP	Mental Health Plan
6	AM.	NIST	National Institute of Standards and Technology
7	AN.	NPI	National Provider Identifier
8	AO.	NPP	Notice of Privacy Practices
9	AP.	OCJS	Orange County Jail System
10	AQ.	OCPD	Orange County Probation Department
11	AR.	OCR	Office for Civil Rights
12	AS.	OCSD	Orange County Sheriff's Department
13	AT.	OIG	Office of Inspector General
14	AU.	OMB	Office of Management and Budget
15	AV.	OPM	Federal Office of Personnel Management
16	AW.	PA DSS	Payment Application Data Security Standard
17	AX.	PC	State of California Penal Code
18	AY.	PCI DSS	Payment Card Industry Data Security Standard
19	AZ.	PHI	Protected Health Information
20	BA.	PI	Personal Information
21	BB.	PII	Personally Identifiable Information
22	BC.	P&P	Policy and Procedure
23	BD.	PRA	Public Record Act
24	BE.	SIR	Self-Insured Retention
25	BF.	HITECH Act	The Health Information Technology for Economic and Clinical Health
26			Act, Public Law 111-005
27	BG.	USC	United States Code
28	BH.	UOS	Units of Service
29	BI.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees

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1 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
2 been formally approved and executed by both parties.

3 4 **III. ASSIGNMENT OF DEBTS**

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

12 13 **IV. COMPLIANCE**

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

16 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
17 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
18 Compliance Trainings.

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

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

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

35 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
36 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,
37 //

1 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
2 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

29 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
30 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
31 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11
12 **V. CONFIDENTIALITY**

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

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

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

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

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

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VI. COST REPORT

1
2 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
3 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
4 are prepared or termination of this Agreement.. CONTRACTOR shall prepare the individual and/or
5 consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,
6 GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct
7 and indirect costs to and between programs, cost centers, services, and funding sources in accordance
8 with such requirements and consistent with prudent business practice, which costs and allocations shall
9 be supported by source documentation maintained by CONTRACTOR, and available at any time to
10 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for
11 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a
12 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
13 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
14 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a
15 consolidated Cost Report.

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

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

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

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

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

37 //

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

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

16 D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
17 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
18 CONTRACTOR.

19 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
20 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report
21 the services rendered with such revenues.

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 _____"

1 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

26
27 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

35 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
36 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
37 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
8 at 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
14 this 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
30 ADMINISTRATOR 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,
34 amounts claimed for subcontracts not approved in accordance with this paragraph.

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

1 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

11
 12 **X. EQUIPMENT**

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

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

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

34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 35 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
 36 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
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1 and 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
12 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
13 this 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 Aggregate Maximum
25 Obligation for the appropriate Period as well as the Total Aggregate Maximum Obligation. The
26 reduction to the Aggregate Maximum Obligation for the appropriate Period as well as the Total
27 Aggregate Maximum Obligation shall be in an amount proportionate to the number of days in which
28 CONTRACTOR was determined to be unable to 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. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
 5 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
 6 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
 7 damage, arising from or related to the services, products or other performance provided by COUNTY
 8 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court
 9 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY
 10 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party
 11 shall request a jury apportionment.

12 C. Each party agrees to provide the indemnifying party with written notification of any claim
 13 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
 14 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
 15 each party shall cooperate with the indemnifying party in its defense.

16 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is
 17 self-insured or shall maintain in force at all times during the term of this Agreement, the policy or
 18 policies of insurance covering its operations placed with reputable insurance companies in amounts as
 19 specified in the Referenced Contract Provisions of this Agreement. Upon request by
 20 ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

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

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

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

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1 H. QUALIFIED INSURER

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

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

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

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

32 J. REQUIRED COVERAGE FORMS

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

35 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA
36 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

37 //

1 K. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

23 N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
24 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation
25 notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach
26 of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

27 O. If CONTRACTOR's Professional Liability or Network Security & Privacy Liability are
28 "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years
29 following the completion of the Contract.

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

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

36 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
37 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY

1 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
 2 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
 3 remedies.

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

7 **T. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

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

32 **XIII. INSPECTIONS AND AUDITS**

33 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 34 of the State of California, the Secretary of the United States Department of Health and Human Services,
 35 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 36 access to any books, documents, and records, including but not limited to, financial statements, general
 37 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly

1 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 2 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 3 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
 4 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 5 premises in which they are provided.

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

10 C. AUDIT RESPONSE

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

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

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

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

32 **XIV. LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 35 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 36 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 37 required by the laws, regulations and requirements of the United States, the State of California,

1 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
 2 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 3 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
 4 and exemptions. Said inability shall be cause for termination of this Agreement.

5 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

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

- 1 10. CFR, Title 42, Public Health.
- 2 11. CFR, Title 45, Public Welfare.
- 3 12. USC Title 42. Public Health and Welfare.
- 4 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 5 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 6 15. 42 USC §1857, et seq., Clean Air Act.
- 7 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 8 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 9 18. Policies and procedures set forth in Mental Health Services Act.
- 10 19. Policies and procedures set forth in DHCS Letters.
- 11 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 12 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 13 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 14 Federal Awards.

15
16 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
17 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
18 terms of this Agreement

19
20 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

4 **XVI. MAXIMUM OBLIGATION**

5 A. The Total Aggregate Maximum Obligation of COUNTY for services provided in accordance
6 with all agreements for Period One, and Period Two for Adult Crisis Residential Services is as specified
7 in the Referenced Contract Provisions of this Agreement. This specific Agreement with
8 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
9 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
10 fraction of this Aggregate Maximum Obligation, including as allowed for in Subparagraph B. below.

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

14 **XVII. MINIMUM WAGE LAWS**

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

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

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

30 **XVIII. NONDISCRIMINATION**

31 **A. EMPLOYMENT**

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

1 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
 2 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 3 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 4 orientation, or military and veteran status.

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

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

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

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

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

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

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1 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
2 or more of the factors identified above:

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

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

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

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

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

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

27 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
28 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
29 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
30 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
31 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
32 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
33 with succeeding legislation.

34 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
35 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
36 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
37 //

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
2 enforce rights secured by federal or state law.

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

7 **XIX. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by E-Mail; or

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

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

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

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

27 **XX. NOTIFICATION OF DEATH**

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

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

33 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
34 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
35 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for
36

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

3 2. WRITTEN NOTIFICATION

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

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

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

16 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

34 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
35 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
36 CONTRACTOR.

37 //

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

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

6 7 **XXIII. RESEARCH AND PUBLICATION**

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

11 12 **XXIV. REVENUE**

13 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
14 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
15 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
16 according to their ability to pay as determined by the State Department of Health Care Services’
17 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
18 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
19 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
20 No client shall be denied services because of an inability to pay.

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

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

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

33 34 **XXV. SEVERABILITY**

35 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
36 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
37 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or

1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 2 in full force and effect, and to that extent the provisions of this Agreement are severable.

4 **XXVI. SPECIAL PROVISIONS**

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

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

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

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the
 30 purpose of Client care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 33 contribute to the quality of services to be provided pursuant to this Agreement.
- 34 5. Purchasing or improving land, including constructing or permanently improving any
 35 building or facility, except for tenant improvements.
- 36 6. Providing inpatient hospital services or purchasing major medical equipment.

37 //

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

3 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's Clients.

6 **XXVII. STATUS OF CONTRACTOR**

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

19 **XXVIII. TERM**

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

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

30 **XXIX. TERMINATION**

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

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

37 //

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

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

17 D. CONTINGENT FUNDING

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

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

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

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
34 is consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
36 performance during the remaining contract term.

37 //

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

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

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

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

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

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

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

20
21 **XXX. THIRD PARTY BENEFICIARY**

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

25
26 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 «LC_NAME_UC_DBA»
5

6
7 BY: _____ DATED: _____
8

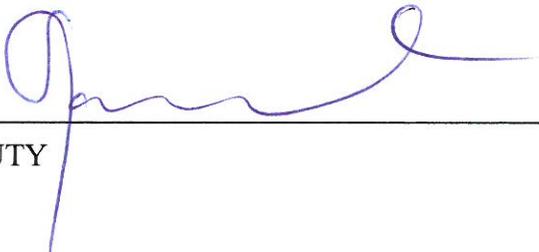
9 TITLE: _____
10
11
12
13
14

15 COUNTY OF ORANGE
16

17
18 BY: _____ DATED: _____
19

20 HEALTH CARE AGENCY
21
22
23

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

28
29 BY:  DATED: 4/15/16
30 DEPUTY
31
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 THE AGREEMENT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES «GEO_AREA» REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «LC_NAME_UC_DBA»
 8 JULY 1, 2016 THROUGH JUNE 30, 2018
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

1 19. FSP

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

1 28. Member Advisory Board means a member-driven board which shall direct the activities,
2 provide recommendations for ongoing program development, and create the rules of conduct for the
3 program.

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

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

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

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

15 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
16 programs, consumers receive combined treatment for mental illnesses and substance use disorders from
17 the same practitioner or treatment team.

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

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

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

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

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

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

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

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

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

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

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

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

36 38. Peer Recovery Specialist/Counselor means an individual who has been through the same or
 37 similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting

1 paid for this function by the program. A peer Recovery specialist practice is informed by his/her own
2 experience.

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

12 40. Pharmacy Benefits Manager means the organization that manages the medication benefits
13 that are given to Consumers that qualify for medication benefits.

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

18 42. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
19 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS)
20 as an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is
21 subject to regulations adopted by the BBS.

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

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

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

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

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

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

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

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

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

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

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

19 d. Community: Relationships and social networks that provide support, friendship, love,
20 and hope.

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

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

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

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

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

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

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

13 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
14 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 of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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CLIENT DAY	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS			
Indirect Costs	«C_ADM_IC_1»	«C_ADM_IC_2»	«C_TTLADM_IC»
SUBTOTAL ADMINISTRATIVE	\$«C_ADM_SUB_1»	\$«C_ADM_SUB_2»	\$«C_TTLADM_SUB»
PROGRAM COSTS			
Salaries	\$«PGM_SAL_1»	\$«PGM_SAL_2»	\$«TTLPGM_SAL»
Benefits	«PGM_BEN_1»	«PGM_BEN_2»	«TTLPGM_BEN»
Services & Supplies	«PGM_SS_1»	«PGM_SS_2»	«TTLPGM_SS»
SUBTOTAL PROGRAM	\$«PGM_SUB_1»	\$«PGM_SUB_2»	\$ «TTLPGM_SUB»
TOTAL CLIENT DAY COSTS	\$«C_TOTAL_G_COSTS1»	\$«C_TOTAL_G_COSTS2»	\$«C_TTLTOTAL_G_COSTS»
MEDICATION SUPPORT ADMINISTRATIVE COSTS			
Indirect Costs	«M_ADM2_IC_1»	«M_ADM2_IC_2»	«M_TTLADM2_IC»
SUBTOTAL ADMINISTRATIVE	\$«M_ADM2_IC_SUB_1»	\$«M_ADM2_IC_SUB_2»	\$«M_TTLADM2_IC_SUB»
PROGRAM COSTS			
Subcontractor	«PGM2_SUBC_1»	«PGM2_SUBC_2»	«TTLPGM2_SUBC»
SUBTOTAL SUBCONTRACT	«PGM_SUB_1»	\$«PGM_SUB_2»	\$«TTLPGM_SUB»

1	TOTAL MEDICATION	\$«M_PGM2_SUB_	\$«M_PGM2_SUB	\$«M_TTLPGM2_SU
2	SUPPORT COSTS	B_1»	B_2»	B»
3				
4	REVENUE			
5	Federal Medi-Cal	\$«F_REV_1»	\$«F_REV_2»	\$«F_TTL_REV»
6	MHSA Medi-Cal	\$«M_REV_1»	\$«M_REV_2»	\$«M_TTL_REV»
7	MHSA	\$«MHSA_REV_1»	\$«MHSA_REV_2	\$«MHSA_TTL_REV
8			»	»
9	TOTAL REVENUE	\$«REV_TOTA_1»	\$«REV_TOTA_2»	\$«TTLREV_TOTA»
10				
11	MAXIMUM			
12	OBLIGATION	\$«MAX_OB_1»	\$«MAX_OB_2»	\$«TTLMAX_OB»
13				

14 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
15 Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen
16 percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).
17 Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
18 include operating income.

19 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
20 provided pursuant to the Agreement, CONTRACTOR may make written application to
21 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
22 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
23 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
24 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
25 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
26 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

27 D. The parties agree that the above budget reflects an average Medi-Cal client case load of
28 approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
29 accept COUNTY referrals that may result in an increase in this average.

30 E. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
31 between programs, or between budgeted line items within a program, for the purpose of meeting
32 specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing
33 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
34 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
35 which will include a justification narrative specifying the purpose of the request, the amount of said
36 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
37 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any

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

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

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

14 **III. PAYMENTS**

15
16 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
17 \$«ARREARS_» per month. All payments are interim payments only and are subject to Final Settlement
18 in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
19 reimbursed for the actual cost of providing the services, which may include Indirect Administrative
20 Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the
21 total of such payments does not exceed COUNTY's Maximum Obligation for each period as specified
22 in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs
23 are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at
24 its discretion, pay supplemental billings for any month for which the provisional amount specified above
25 has not been fully paid.

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

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

35 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
36 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
37 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to

1 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
2 the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

13 14 **IV. REPORTS**

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

17 B. FISCAL

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

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

33 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
34 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
35 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
36 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
37 termination date and any other pertinent information as may be required by ADMINISTRATOR. The

1 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
 2 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
 3 extension will not exceed more than five (5) calendar days.

4 D. PROGRAMMATIC

5 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 6 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 7 ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the
 8 month/quarter being reported unless otherwise specified. Programmatic reports will include the
 9 following:

10 a. On a daily basis, CONTRACTOR will report the daily census to the
 11 ADMINISTRATOR and ensure that ADMINISTRATOR has a current status of open beds at all times.

12 b. On a monthly basis, CONTRACTOR shall report the following information to
 13 ADMINISTRATOR:

- 14 1) current schedule of groups and activities
- 15 2) a description of chart compliance activities as well as the outcome of chart reviews
- 16 3) number of admissions;
- 17 4) referral source upon admission;
- 18 5) type of funding upon admission;
- 19 6) average length of stay;
- 20 7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 21 8) average daily census;
- 22 9) number of discharges;
- 23 10) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 24 11) voluntary and involuntary hospitalizations that occur during client's stay or within
 25 forty-eight (48) hours of discharge;
- 26 12) readmissions within forty-eight (48) hours and within fourteen (14) days of
 27 discharge;
- 28 13) number of individual counseling sessions per month;
- 29 14) number of educational groups provided to clients per month;
- 30 15) number of attendees to the groups per month;
- 31 16) percentage of residents attending groups; and
- 32 17) Description of CONTRACTOR's progress in implementing the provisions of this
 33 Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all
 34 the terms of this Agreement, and if not, will specify what steps will be taken to achieve satisfactory
 35 progress.

36 c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome
 37 Objectives as outlined in Subparagraph IV.F. of this Exhibit A to the Agreement.

1 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing,
2 to adjust the items to be included in the monthly programmatic reports based on the needs of the
3 COUNTY, the clients, and a commitment to quality services.

4 3. CONTRACTOR shall document all adverse incidents affecting the physical and/or
5 emotional welfare of clients, including but not limited to serious physical harm to self or others, serious
6 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
7 CONTRACTOR shall notify COUNTY and CCL within twenty-four (24) hours of any such serious
8 adverse incident.

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

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

16 G. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
17 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
18 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
19 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
20 not limited to the following:

- 21 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 22 to this program;
- 23 2. Maximize the use of the allocated funds;
- 24 3. Ensure timely and accurate reporting of monthly expenditures;
- 25 4. Maintain appropriate staffing levels;
- 26 5. Request budget and/or staffing modifications to the Agreement;
- 27 6. Effectively communicate and monitor the program for its success;
- 28 7. Track and report expenditures electronically;
- 29 8. Maintain electronic and telephone communication between key staff and the Contract and
- 30 Program Administrators; and
- 31 9. Act quickly to identify and solve problems.

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

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V. SERVICES

A. FACILITIES

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

«FAC1_NAME»
«FAC2_ADDR»
«FAC1_CSZ»

«FAC2_NAME»
«FAC2_ADDR»
«FAC2_CSZ»

- 2. CONTRACTOR shall meet the standards of the applicable sections of:
 - a. HSC Code 1520 et.seq;
 - b. CCR, Title 22. Division 6.,Chapter 2, Social Rehabilitation Facilities; Subchapter 1, Article 7;
 - c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs;
 - d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;
 - e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented in 45 CFR 84.1 et seq.);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

2. The facility shall have a capacity of six (6) to fifteen (15) beds and include adequate physical space to support the services identified within the Agreement.

3. The facility shall be open for regular admissions between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday, and will maintain the ability to accept an admission outside of these hours as may be required. Services to clients in this program will be provided on a twenty-four (24) hour, seven (7) day per week, three hundred sixty-five (365) day per year basis.

4. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential services to clients referred by COUNTY. CONTRACTOR shall not provide walk-in evaluation and admission services unless mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR. ADMINISTRATOR will serve as the principal sources to authorize admissions of clients who meet the following criteria:

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1 1. Adult between ages eighteen and fifty-nine (18 and 59) and clients over sixty (60) years of
 2 age whose needs are compatible with those of other clients if they require the same level of care and
 3 supervision and all Community Care Licensing requirements can be met.;

4 2. COUNTY resident;

5 3. Diagnosed with a mental illness and who may have a co-occurring disorder;

6 4. In crisis and at the risk of hospitalization and could safely benefit from this level of care;
 7 and

8 5. Willing to seek services voluntarily.

9 C. ADULT CRISIS RESIDENTIAL PROGRAM – The focus of the program will be client-
 10 centered and recovery-focused and will underscore the concept of personal responsibility for the client's
 11 illness and independence. The program will support a social rehabilitation model, which is designed to
 12 enhance an individual's social connection with family or community so that they can move back into the
 13 community and prevent an inpatient stay. These services will be designed to assist the client in being
 14 treated in the least restrictive, appropriate setting as possible. Services shall be delivered in the spirit of
 15 recovery, and tailored to the unique strengths of each individual resident. The program will offer an
 16 environment where residents have the power to make decisions and are supported as they look at their
 17 own life experiences, set their own paths toward recovery, and work towards the fulfillment of their
 18 hopes and dreams. The residents are expected to participate fully in all program activities, including all
 19 individual sessions, groups, and recovery oriented outings

20 1. CONTRACTOR shall operate the program in such a manner that meets or exceeds the
 21 following regulations:

22 a. HSC 1520 et.seq;

23 b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;

24 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of
 25 Social Rehabilitation Programs, Section 531-535; and

26 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.

27 2. CONTRACTOR shall provide short term crisis residential program services as follows:

28 a. Admission Services:

29 1) CONTRACTOR shall admit clients who have been determined to meet admission
 30 criteria and will have the client sign an admission agreement describing the services to be provided,
 31 client rights, and the expectations of the client regarding house rules and involvement in the program.

32 2) CONTRACTOR shall complete a thorough mental health assessment and
 33 psychiatric evaluation within twenty-four (24) hours of admission.

34 3) During the initial 72 hours subsequent to admission, residents will be expected to
 35 remain on site at all times to ensure integration into the program. After this initial period, resident may
 36 be eligible for a day pass to an approved activity, usually an MD appointment or an appointment for
 37 housing, etc. Prior to the approved activity pass, the resident must be clinically evaluated an hour prior

1 to departure and immediately upon returning to the facility. The resident must be clinically approved
2 prior to leaving the facility.

3 4) CONTRACTOR shall obtain or complete a medical history within three (3) days of
4 admission.

5 5) CONTRACTOR shall be responsible for client's TB testing upon admission if
6 client has not completed the test prior to admission to the program.

7 6) CONTRACTOR shall not refuse client referrals if CONTRACTOR has available
8 space and appropriate staffing, unless mutually agreed upon by CONTRACTOR and
9 ADMINISTRATOR.

10 7) CONTRACTOR and client will together develop a written treatment/service plan
11 specifying goals and objectives, involving client's family and support persons as appropriate, and as
12 aligned with a recovery focused, client-directed approach within seventy-two (72) hours of admission.
13 CONTRACTOR shall involve the client's family and support persons or document attempts to obtain
14 consent until consent is obtained or the client is discharged.

15 b. Therapeutic Services:

16 1) CONTRACTOR shall provide structured day and evening services seven days a
17 week which will include individual, group therapy, and community meetings amongst the residents and
18 crisis residential staff.

19 2) CONTRACTOR shall provide therapeutic individual and group counseling
20 sessions several times daily to assist clients in developing skills that enable them to progress towards
21 self-sufficiency and to reside in less intensive levels of care. Topics may include, but not be limited to:
22 self-advocacy, personal identity, goal setting, developing hope, coping alternatives, conflict resolution
23 relationship management, proper nutrition, personal hygiene and grooming, household management,
24 personal safety, symptom monitoring, etc.

25 3) CONTRACTOR shall support a culture of "recovery" which focuses on personal
26 responsibility for a client's illness management and independence, and fosters client empowerment,
27 hope, and an expectation of recovery from mental illness. Activities and chores shall be encouraged and
28 assigned to each resident on a daily basis to foster responsibility and learning of independent living
29 skills.

30 4) CONTRACTOR's program will be designed to enhance client motivation to
31 actively participate in the program, provide clients with intensive assistance in accessing community
32 resources, and assist clients developing strategies to maintain independent living in the community and
33 improve their overall quality of life. Therapeutic outings (to local museums, parks, coffee shops) will
34 be provided for all clients in support of these goals.

35 5) CONTRACTOR shall assist the client in developing and working on a WRAP
36 throughout their stay at the program and will promote client recovery on a daily basis via individual
37 and/or group sessions. This will assist clients in monitoring and responding to their symptoms in order

1 to achieve the highest possible level of wellness, stability and quality of life. Topics may include but
 2 not be limited to: building a wellness toolbox or resource list, symptom monitoring, triggers and early
 3 warning signs of symptoms, identifying a crisis plan, etc.

4 6) CONTRACTOR shall engage both the client and family/support persons in the
 5 program whenever possible. CONTRACTOR shall document contact with family/support persons or
 6 document why such contact is not possible or not advisable.

7 7) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is
 8 non-confrontational, follows behavioral principles, considers interactions between mental illness and
 9 substance abuse and has gradual expectations of abstinence. CONTRACTOR shall provide, on a
 10 regularly scheduled basis, education via individual and/or group sessions to clients on the effects of
 11 alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources. Twelve
 12 step groups and Smart Recovery groups will be encouraged at the facility on a regular basis.

13 8) CONTRACTOR shall assist clients in developing prevocational and vocational
 14 plans to achieve gainful employment and/or perform volunteer work if identified as a goal in the service
 15 plan.

16 9) CONTRACTOR shall provide crisis intervention and crisis management services
 17 designed to enable the client to cope with the crisis at hand while maintaining his/her functioning status
 18 within the community and to prevent further decompensation or hospitalization.

19 10) CONTRACTOR shall provide assessments for involuntary hospitalization when
 20 necessary. This service must be available twenty-four (24) hours per day, seven (7) days per week.

21 11) CONTRACTOR will provide information, support, advocacy education, and
 22 assistance with including the client's natural support system in treatment and services.

23 12) CONTRACTOR shall sustain a culture that supports Peer Recovery
 24 Specialist/Counselors in providing supportive socialization for clients that will assist clients in their
 25 recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be
 26 encouraged to share their stories of recovery as much as possible to infiltrate the milieu with the notion
 27 that recovery is possible.

28 13) CONTRACTOR shall provide close supervision and be aware of clients'
 29 whereabouts at all times to ensure the safety of all clients. CONTRACTOR shall provide routine room
 30 checks in the evening and document observations. Rounds are completed by staff on regular intervals.

31 c. Case Management/Discharge Services:

32 1) CONTRACTOR shall actively engage in discharge planning from the day of
 33 admission, instructing and assisting clients with successful linkage to community resources such as
 34 outpatient mental health clinics, substance abuse treatment programs, housing, FSP, physical health
 35 care, and government entitlement programs.

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1 2) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a
2 discharge date in concert with the client and their family/support system. The targeted discharge date
3 will be within fourteen (14) days after admission.

4 3) CONTRACTOR shall collaborate proactively with client's Mental Health Plan
5 Provider when such is required to link clients to county or contracted housing services which may
6 include continued temporary housing, permanent supported housing, interim placement, or other
7 community housing options.

8 4) CONTRACTOR shall assist clients in scheduling timely follow-up appointment(s)
9 between client and their mental health service provider within twenty-four (24) hours following
10 discharge to ensure that appropriate linkage has been successful. Provide telephone follow up within
11 five (5) days to ensure linkage was successful. Services shall be documented in the client record.

12 5) CONTRACTOR shall coordinate treatment with physical health providers as
13 appropriate and assist clients with accessing medical and dental services, and providing transportation to
14 those services as needed.

15 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
16 clients who are deemed necessary to stay in the program for more than fourteen (14) days.
17 CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for clients who are
18 deemed necessary to stay in the program for more than thirty (30) days.

19 7) Unplanned discharges will be avoided at all costs and only after all other
20 interventions have failed. If, at any time, a resident presents as a serious danger to themselves or others,
21 CONTRACTOR shall assess the safety needs of all concerned and may have the client assessed for
22 voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a client is seriously
23 or repetitively non-compliant with the program, CONTRACTOR may discharge the client if deemed
24 necessary and only following a multi-disciplinary case conference which will include the
25 ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the
26 CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence
27 report to ADMINISTRATOR no later than the following business day.

28 8) In the event a client leaves the program without permission, CONTRACTOR shall
29 hold clients' bed open for twenty-four (24) hours unless otherwise mutually agreed upon by
30 ADMINISTRATOR and CONTRACTOR.

31 9) In the event a client is transferred for crisis stabilization to the COUNTY CSU,
32 CONTRACTOR shall hold a client's bed open for twenty-four (24) unless otherwise mutually agreed
33 upon by ADMINISTRATOR and CONTRACTOR.

34 d. Medication Support Services:

35 1) CONTRACTOR shall provide medications, as clinically appropriate, to all clients
36 regardless of funding.

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1 2) CONTRACTOR shall educate clients on the role of medication in their recovery
2 plan, and how the client can take an active role in their own recovery process. CONTRACTOR shall
3 provide education to clients on medication choices, risks, benefits, alternatives, side effects and how
4 these can be managed. Client education will be provided on a regularly scheduled basis via individual
5 and group sessions.

6 3) CONTRACTOR shall obtain signed medication consent forms for each
7 psychotropic medication prescribed.

8 4) Medications will be dispensed by a physician's order by licensed and qualified
9 staff in accordance with CCR, Title 9, Div. 1, Chapter 3, Article 3.5, Section 532.1, as well as CCL
10 Requirements.

11 5) Licensed staff authorized to dispense medication will document the client's
12 response to their medication, as well as any side effects to that medication, in the client's record.

13 6) CONTRACTOR shall insure all medications are securely locked in a designated
14 storage area with access limited to only those personnel authorized to prescribe, dispense, or administer
15 medication.

16 7) CONTRACTOR shall establish written policies and procedures that govern the
17 receipt, storage and dispensing of medication in accordance with state regulations.

18 8) CONTRACTOR shall not utilize sample medications in the program without first
19 establishing policies and procedures for the use of sample medications consistent with State regulatory
20 requirements.

21 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
22 frequency necessary to manage the acute symptoms to allow the client to safely stay at the Crisis
23 Residential Program and to prepare the client to transition to outpatient level of care upon discharge. At
24 a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within
25 twenty-four (24) hours after admission and will have a psychiatrist available as needed for medication
26 follow-up twice per week thereafter.

27 10) Upon discharge, CONTRACTOR shall make available a sufficient supply of
28 current psychiatric medications to which the client has responded, to meet the clients' needs until they
29 can be seen in an outpatient clinic. This may be a combination of new prescriptions, the client's specific
30 medications remaining at the Crisis Residential Program, and/or additional sample medications with
31 patient labels.

32 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
33 unfunded clients.

34 e. Transportation Services:

35 1) CONTRACTOR shall provide transportation services for program related activities
36 which may include, but not be limited to, transportation to appointments deemed necessary for medical
37 //

1 or dental care or activities related to and in support of preparation for discharge and/or community
2 integration.

3 f. Food Services:

4 1) CONTRACTOR shall meet meal service and food supply requirements per
5 Community Care Licensing regulations which shall include, but not be limited to:

6 2) Meals shall be served in the dining room and tray service provided on emergency
7 need only so as to encourage community food preparation, eating and clean-up activities.

8 3) CONTRACTOR shall maintain required supplies of non-perishable foods at
9 required temperatures.

10 D. PROGRAM DIRECTOR/QI RESPONSIBILITIES – The Program Director will have ultimate
11 responsibility for the program and will ensure the following:

12 1. CONTRACTOR shall maintain adequate records on each resident which shall include all
13 required forms and evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and
14 responsibilities, on-going progress notes, and records of service provided by various personnel in
15 sufficient detail to permit an evaluation of services.

16 2. A COUNTY certified reviewer completes one hundred percent (100%) audit of client charts
17 regarding clinical documentation, insuring all charts are in compliance with medical necessity and
18 Medi-Cal and Medicare chart compliance. Charts will be reviewed within one day of admission to
19 ensure that all initial charting requirements are met and at the time of discharge. CONTRACTOR shall
20 ensure that all chart documentation complies with all federal, state and local guidelines and standards.
21 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

22 3. Provide clinical direction and training to staff on all clinical documentation and treatment
23 plans;

24 4. Retain on staff, a certified reviewer trained by the ADMINISTRATOR's Authority and
25 Quality Improvement unit;

26 5. Oversee all aspects of the clinical services of the recovery program;

27 6. Coordinate with in-house clinicians, psychiatrist and/or nurse regarding client treatment
28 issues, professional consultations, or medication evaluations;

29 7. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication
30 monitoring and utilization review); and

31 8. Facilitate on-going program development and provide or ensure appropriate and timely
32 supervision and guidance to staff regarding difficult cases and psychiatric emergencies.

33 E. QUALITY IMPROVEMENT

34 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
35 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
36 for quality improvement, supervisory review and medication monitoring.

37 //

1 2. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
2 Documentation Manual or its equivalent, and any State requirements, as provided by
3 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare
4 and ADMINISTRATOR charting standards.

5 3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
6 including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall
7 regularly review their charting, IRIS data input and billing systems to ensure compliance with
8 COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

9 4. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
10 improvement meetings and processes. Such records and minutes will also be subject to regular review
11 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
12 ADMINISTRATOR's P&P.

13 5. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC
14 and medication monitoring meetings.

15 6. CONTRACTOR shall allow the COUNTY to periodically review the quantity and quality
16 of services provided pursuant to this Agreement. This review will be conducted at CONTRACTOR's
17 facility and will consist of a review of medical and other records of Consumers provided services
18 pursuant to the Agreement.

19 F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

20 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical
21 care and implement any recommendations made by COUNTY to improve client care.

22 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
23 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in
24 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
25 progress, compliance with P&Ps, review of statistics and clinical services;

26 3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
27 ADMINISTRATOR.

28 4. CONTRACTOR will follow the following guidelines for County tokens:

29 a. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member
30 with a unique password. Tokens and passwords will not be shared with anyone.

31 b. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the
32 staff member to whom each is assigned.

33 c. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
34 Token for each staff member assigned a Token.

35 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
36 conditions:

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- 1 1) Token of each staff member who no longer supports this Agreement;
- 2 2) Token of each staff member who no longer requires access to the HCA IRIS;
- 3 3) Token of each staff member who leaves employment of CONTRACTOR;
- 4 4) Token is malfunctioning; or
- 5 5) Termination of Agreement.

6 e. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged
7 through acts of negligence.

8 f. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.
9 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if
10 available, and if applicable.

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

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

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

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

24 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
25 conduct research activity on COUNTY clients without obtaining prior written authorization from
26 ADMINISTRATOR.

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

32 K. CONTRACTOR shall maintain all requested and required written policies, and provide to
33 ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps
34 and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include
35 but not limited to the following:

- 36 1. Admission Criteria and Admission Procedure;
- 37 2. Assessments and Individual Service Plans;

3. Crisis Intervention/Evaluation for Involuntary Holds;
4. Handling Non-Compliant Clients/Unplanned Discharges;
5. Medication Management and Medication Monitoring;
6. Recovery Program/Rehabilitation Program;
7. Community Integration/Case Management/Discharge Planning;
8. Documentation Standards;
9. Quality Management/Performance Outcomes;
10. Resident Rights;
11. Personnel/In service Training;
12. Unusual Occurrence Reporting;
13. Code of Conduct/Compliance; and
14. Mandated Reporting.

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program's goals, and P&Ps;
2. Training on subjects as required by state regulations;
3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to the Agreement;
4. Recovery philosophy and client empowerment;
5. Crisis intervention and de-escalation;
6. Substance abuse and dependence; and
7. Motivational interviewing.

M. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve, track and report Performance Outcome Objectives, on a quarterly basis as outlined below:

- a. maintain an occupancy rate of at least eighty five percent (85%);
- b. maintain an average length of stay of fourteen (14) days or less;
- c. discharge at least ninety percent (90%) of clients to a lower level of care;
- d. link at least ninety percent (90%) of clients to outpatient services at discharge. Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge;
- e. ensure at least ninety-five percent (95%) of clients do not require inpatient hospitalization within forty-eight (48) hours of discharge;
- f. ensure at least ninety percent (90%) of clients do not readmit within forty-eight (48) hours of discharge; and
- g. ensure at least ninety percent (90%) of clients do not readmit within fourteen (14) days of discharge; and

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1 h. maintain an overall client satisfaction score of at least four (4.0) out of five (5.0) with 5
2 being the most satisfied.

3 2. CONTRACTOR shall coordinate distribution and collection of Client Satisfaction surveys
4 and provide summary results to ADMINISTRATOR on a quarterly basis. CONTRACTOR shall also
5 discuss the results of these surveys with all staff members in the program and develop plans to address
6 areas of concern that may result from the surveys.

7 **N. DATA CERTIFICATION**

8 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and
9 complete Client database for all Clients served under this Agreement. The Client database shall be
10 certified upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth
11 (10th) of every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft
12 Access file format, the data must be made available in an HCA approved database file type. If
13 CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility
14 for monitoring, reporting, and allowing accessibility to view, run, print, and export Client
15 records/reports.

16 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database
17 errors.

18 3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required
19 data elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A with
20 verification that outcome data is correct.

21 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as
22 outlined in Subparagraph IV.L. of this Exhibit A to the Agreement with verification that outcome data is
23 correct.

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

26
27 **VI. STAFFING**

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

36 B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
37 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR

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

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

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

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

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

16 G. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high
17 quality, cost effective service provision including initial and on-going staff training.

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

20 I. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
21 evaluations pursuant to Section 5150, WIC.

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

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1		<u>FTEs</u>
2	PROGRAM`	
3	Administrative Assistant – HR/Receptionist	«FTE_1_P»
4	Business Office Manager	«FTE_2_P»
5	Clinical Director	«FTE_3_P»
6	Clinician	«FTE_4_P»
7	Clinician (On-Call)	«FTE_5_P»
8	LVN/LVP	«FTE_6_P»
9	LVN/LVP (On-Call)	«FTE_7_P»
10	Peer Recovery Coach (AM/PM Shift)	«FTE_8_P»
11	Program Administrator	«FTE_9_P»
12	Regional Director of Operations	«FTE_10_P»
13	Rehab Therapist	«FTE_11_P»
14	Residential Counselor	«FTE_12_P»
15	Residential Counselor (On-Call)	«FTE_13_P»
16	SUBTOTAL PROGRAM	«FTE_SUB_11P»
17		
18	Psychiatrist (Subcontract)	«SUBC_1»
19		
20	TOTAL FTEs	«TTL_FTE_1»
21		
22	K. WORKLOAD STANDARDS	
23	1. One (1) DSH will be equal to sixty (60) minutes of direct client service.	
24	2. CONTRACTOR shall provide seven hundred eleven «UOS_MEDS_TTL» DSHs per year	
25	of direct physician time which will include medication support services which are inclusive of both	
26	billable and non-billable services.	
27	3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours	
28	per day, seven (7) days a week.	
29	4. CONTRACTOR shall provide four thousand five hundred and sixty-three	
30	«UOS_BEDS_TTL» client bed days per year, which are inclusive of both billable and non-billable	
31	services.	
32	5. CONTRACTOR shall, during the term of the Agreement provide client related services,	
33	tracking the number of individual counseling sessions and number of educational groups provided with	
34	a minimum of three (3) groups and one (1) individual session per day.	
35	L. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22,	
36	Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5,	
37	Part 2, Chapter 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification	

1 standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as
2 appropriate to the services being provided. A sufficient number of clinical staff will be licensed in order
3 to meet all State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by
4 clinical staff who do not meet these requirements.

5 M. A limited number of clinical staff will be qualified and designated by COUNTY to perform
6 evaluations pursuant to Section 5150, WIC.

7 N. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
8 approval of ADMINISTRATOR.

9 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
10 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours
11 of treatment for student interns providing substance abuse services. Supervision will be in accordance
12 to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the
13 respective job descriptions or work contracts.

14 2. An intern is an individual enrolled in an accredited graduate program accumulating
15 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
16 Acceptable graduate programs include all programs that assist the student in meeting the educational
17 requirements in becoming a MFT, or a LCSW.

18 3. Student intern services shall not comprise more than twenty percent (20%) of total services
19 provided.

20 O. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
21 Director and other administrative positions, which will include, but not be limited to, an application for
22 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
23 applicable), pay rate and evaluations justifying pay increases.

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

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1 EXHIBIT B
 2 TO THE AGREEMENT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES «GEO_AREA» REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «LC_NAME_UC_DBA»
 8 JULY 1, 2016 THROUGH JUNE 30, 2018
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
 13 Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
 14 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
 15 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 35 terms of this Business Associate Contract and the applicable standards, implementation specifications,
 36 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
 37 //

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

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

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

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

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
29 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
6 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
7 § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or
8 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR
9 shall develop and maintain a written information privacy and security program that includes
10 Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
11 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
28 website access, file transfer, and E-Mail.

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

33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
12 COUNTY.

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
32 17935(d)(2).

33 I. OBLIGATIONS OF COUNTY

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

37 //

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

29 3. The obligations of this Business Associate Contract shall survive the termination of the
30 Agreement.

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1 EXHIBIT C
 2 TO THE AGREEMENT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES «GEO_AREA» REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «LC_NAME_LC_DBA»
 8 JULY 1, 2016 THROUGH JUNE 30, 2018
 9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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