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2
3 ADULT SUPPORTED EMPLOYMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 GOODWILL INDUSTRIES OF ORANGE COUNTY
8 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

9
10 THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 GOODWILL INDUSTRIES OF ORANGE COUNTY, a California nonprofit corporation
13 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

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

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Adult Supported Employment Services described herein to the residents of Orange County; and
20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
21 conditions hereinafter set forth:

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

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1 **Maximum Obligation:**

2	Period One Maximum Obligation:	\$1,021,417
3	Period Two Maximum Obligation:	1,021,417
4	Period Three Maximum Obligation:	1,021,417
5	TOTAL CONTRACT MAXIMUM OBLIGATION:	\$2,042,834 <u>\$3,064,251</u>

7 **Basis for Reimbursement:** Actual Cost

10 **Payment Method:** Provisional Amount

14 **Notices to COUNTY and CONTRACTOR:**

16 COUNTY: County of Orange
 17 Health Care Agency
 18 Contract Development and Management
 19 405 West 5th Street, Suite 600
 20 Santa Ana, CA 92701-4637

22 CONTRACTOR: Goodwill Industries of Orange County
 23 410 North Fairview
 24 Santa Ana, CA 92703

26 **CONTRACTOR's Insurance Coverages:**

27	<u>Coverage</u>	<u>Minimum Limits</u>
29	Commercial General Liability	\$1,000,000 per occurrence
30		\$2,000,000 aggregate
31	Automobile Liability, including coverage	\$1,000,000 per occurrence
32	for owned, non-owned and hired vehicles	
34	Workers' Compensation	Statutory
35	Employer's Liability Insurance	\$1,000,000 per occurrence
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37	Professional Liability Insurance	\$1,000,000 per claims made or

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per occurrence

~~Sexual Misconduct~~

~~\$1,000,000 per occurrence~~

1 Contact Name: Donald J. Voska, Chief Financial Officer

2 Contact Email: donv@ocgoodwill.org

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7 **I. ACRONYMS**

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

10 A. ~~AA~~ ~~Alcoholics Anonymous~~

11 ~~B. ABC~~ ~~Allied Behavioral Care~~

12 ~~C. ADL~~ ~~Activities of Daily Living~~

13 ~~D. AMHS~~ ~~Adult Mental Health Services~~

14 ~~E. ARRA~~ ~~_____ American Recovery and Reinvestment Act~~

15 ~~B. AES~~ ~~_____ Advanced Encryption Standard~~

16 ~~C. _____ F. ASO~~ ~~Administrative Service Organization~~

17 ~~G. ASRS~~ ~~_____ Alcohol and Drug Programs Reporting System~~

18 ~~D. BCP~~ ~~_____ Business Continuity Plan~~

19 ~~E. _____ H. BBS~~ ~~Board of Behavioral Sciences~~

20 ~~I. BHS~~ ~~Behavioral Health Services~~

21 ~~J. CAT~~ ~~Centralized Assessment Team~~

22 ~~K. CCC~~ ~~_____ California Civil Code~~

23 ~~F. _____ L. CCR~~ ~~_____ California Code of Regulations~~

24 ~~G. CD/DVD~~ ~~_____ Compact Disc/Digital Video or Versatile Disc~~

25 ~~H. CEO~~ ~~_____ County Executive Office~~

26 ~~I. _____ M. CFR~~ ~~_____ Code of Federal Regulations~~

27 ~~J. CHHS~~ ~~_____ California Health and Human Services Agency~~

28 ~~K. _____ N. CHPP~~ ~~_____ COUNTY HIPAA Policies and Procedures~~

29 ~~L. _____ O. CHS~~ ~~_____ Correctional Health Services~~

30 ~~M. CIPA~~ ~~_____ California Information Practices Act~~

31 ~~N. CMPPA~~ ~~_____ Computer Matching and Privacy Protection Act~~

32 ~~O. COI~~ ~~_____ Certificate of Insurance~~

33 ~~P. CSW~~ ~~Clinical Social Worker~~

34 ~~Q. CYS~~ ~~Child Youth Services~~

35 ~~R. D/MC~~ ~~_____ Drug/Medi-Cal~~

36 ~~Q. _____ S. DCR~~ ~~Data Collection and Reporting~~

37 ~~T. DD~~ ~~Dual Disorders~~

1	U. DHCS		Department of Health Care Services
2	R.	DoD	US Department of Defense
3	S.	V.	DPFS Drug Program Fiscal Systems
4	T.	DRP	Disaster Recovery Plan
5	U.	W.	DRS Designated Record Set
6	V.	E-Mail	Electronic Mail
7	W.	X.	DSH Direct Service Hours
8	Y.	DSM	Diagnostic and Statistical Manual of Mental Disorders
9	Z.	EBP	Evidence Based Practice
10	AA.	EHR	Electronic Health Record Records
11	AB.	FAX	Facsimile Machine
12	AC.	FSP	Full Service Partnership
13	AD.	FTE	Full Time Equivalent
14	AE.	GED	General Education Degree
15	AF.	X.	ePHI Electronic Protected Health Information
16	Y.	FIPS	Federal Information Processing Standards
17	Z.	GAAP	Generally Accepted Accounting Principles
18	AA.	HCA	Health Care Agency
19	AB.	AG.	HHS Health and Human Services
20	AC.	AH.	HIPAA Health Insurance Portability and Accountability Act of 1996,
21			Public Law 104-191
22	AD.	AI.	HSC California Health and Safety Code
23	AE.	ID	Identification
24	AF.	AJ.	IRIS Integrated Records IEA Information
25			System Exchange Agreement
26	AG.	ISO	Insurance Services Office
27	AH.	AK.	JSST Job Seeking and Survival Skills Training
28	AL.	KET	Key Events Tracking
29	AM.	LPT	Licensed Psychiatric Technician
30	AN.	MFT	Marriage and Family Therapist
31	AO.	MHP	Mental Health Plan
32	AI.	NIST	AP.MHS Mental Health Specialist
33	AQ.	MHSA	Mental Health Services Act
34	AR.	MIHS	Medical and Institutional Health Services
35	AS.	MORS	Milestones of Recovery Scale
36	AT.	MTP	Master Treatment Plan
37	AU.	NA	Narcotics Anonymous

1	AV.	NOA A	Notice of Action		
2	AW.	NP	Nurse Practitioner		
3	AX.	NPI	National Provider Identifier	<u>Institute of Standards and Technology</u>	
4	<u>AJ.</u>	AY.	NPP	Notice of Privacy Practices	
5	AZ.	OCJS		Orange County Jail System	
6	<u>AK.</u>	BA.	OCPD	Orange County Probation Department	
7	BB.	<u>AL.</u>	OCR	Office for Civil Rights	
8	BC.	<u>AM.</u>	OCSD	Orange County Sheriff's Department	
9	BD.	<u>AN.</u>	OIG	Office of Inspector General	
10	BE.	<u>AO.</u>	OMB	Office of Management and Budget	
11	BF.	<u>AP.</u>	OPM	Federal Office of Personnel Management	
12	BG.	P&P	Policies and Procedures		
13	BH.	PADSS	<u>AQ.</u>	<u>PA DSS</u>	Payment Application Data Security Standard
14	BI.	PAF	Partnership Assessment Form		
15	BJ.	PBM	Pharmaceutical Benefits Management		
16	BK.	<u>AR.</u>	PC	State of California Penal Code	
17	BL.	<u>AS.</u>	PCI DSS	Payment Card Industry Data Security Standard	
18	<u>AT.</u>	BM.	PEI	Prevention and Early Intervention	
19	BN.	PHI		Protected Health Information	
20	<u>AU.</u>	PI		Personal Information	
21	<u>AV.</u>	BO.	PII	Personally Identifiable Information	
22	<u>AW.</u>	BP.	PRA	Public Record Act	
23	<u>AX.</u>	SIR		Self-Insured Retention	
24	<u>AY.</u>	The HITECH Act	The Health Information Technology for Economic and Clinical Health		
25			Act, Public Law 111-005		
26	<u>AZ.</u>	BQ.	PSC	Personal Services Coordinator	
27	BR.	QIC	Quality Improvement Committee		
28	BS.	RN	Registered Nurse		
29	BT.	SRAS	Suicide Risk Assessment Standards		
30	BU.	SSI	Social Security Income		
31	BV.	SSA	Social Services Agency		
32	BW.	TAR	Treatment Authorization Request		
33	BX.	TAY	Transitional Age Youth		
34	BY.	UMDAP	Universal Method of Determining Ability to Pay		
35	CA.	USC		United States Code	
36	<u>BA.</u>	CB.	WEAH	Work Experience/Work Adjustment/Work Hardening	
37	CC.	WIC		State of California Welfare and Institutions Code	

1 ~~CD. WRAP — Wellness Recovery Action Plan~~

2 ~~CE. XML — Extensible Markup Language~~

4 II. ALTERATION OF TERMS

5 A. This Agreement, together with ~~Exhibit~~ Exhibits A, B, and C attached hereto and incorporated
6 herein ~~by reference~~, fully expresses all the complete understanding of COUNTY and CONTRACTOR
7 with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between~~
8 ~~the parties for these purposes. No.~~

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

14 III. ~~ASSIGNMENT OF DEBTS~~ ASSIGNMENT OF DEBTS

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

23 IV. COMPLIANCE

24 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
25 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
26 programs.

27 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of
28 the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of
29 Conduct and General Compliance Trainings.

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

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

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

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and procedures and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the HHS/OIG List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

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

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4., A.5., A.6., and A.7. below.~~

~~4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy~~

1 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
2 (30) calendar days of award of this Agreement.

3 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~
4 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~
5 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~
6 ~~Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required~~
7 ~~elements.~~

8 ~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the~~
9 ~~CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure~~
10 ~~that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's~~
11 ~~Compliance Program and related policies and procedures.~~

12 ~~7. Failure of CONTRACTOR to submit its Compliance Program~~ 2. An ~~and~~
13 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~
14 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~
15 ~~grounds for termination of this Agreement as to the non-complying party.~~

16 ~~B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or~~
17 ~~retained to provide services related to this Agreement to ensure that they are not designated as Ineligible~~
18 ~~Persons, as defined hereunder. Screening shall be conducted against the General Services~~
19 ~~Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG~~
20 ~~List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

21 ~~1. Ineligible Person shall be any individual or entity who:~~

22 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~
23 federal and state health care programs; or

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

27 #

28 ~~2.~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or
29 engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative
30 to this Agreement.

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

37 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any

1 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 2 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
 3 Individual providing services directly relative to this Agreement becomes debarred, excluded or
 4 otherwise becomes an Ineligible Person.

5 56. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
 6 and state funded health care services by contract with COUNTY in the event that they are currently
 7 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
 8 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 9 //

10 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 11 business operations related to this Agreement.

12 67. 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 ~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business
 18 days after the overpayment is verified by the 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 days
 25 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 #

31 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
 32 ~~by ADMINISTRATOR’s employees and contract providers.~~

33 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
 34 ~~ADMINISTRATOR’s Code of Conduct.~~

35 ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are~~
 36 ~~made aware of ADMINISTRATOR’s Code of Conduct.~~

37 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or~~

~~establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~E.~~ D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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V. CONFIDENTIALITY

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

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

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

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

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

23 24 VI. ~~COST REPORT~~ COST REPORT

25 A. CONTRACTOR shall submit separate Cost Reports for Period One-, Period Two, and Period
26 ~~Two~~ Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the
27 period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the
28 Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally~~
29 ~~accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement.
30 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
31 and funding sources in accordance with such requirements and consistent with prudent business practice,
32 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,
33 and available at any time to ADMINISTRATOR upon reasonable notice.

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

37 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each

1 business day after the above specified due date that the accurate and complete Cost Report is not
 2 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
 3 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
 4 CONTRACTOR.

5 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 6 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
 7 Report is delivered to ADMINISTRATOR.

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

11 //

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

17 B. The Cost Report prepared for each period shall be the final financial and statistical report
 18 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
 19 CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and
 20 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
 21 shall be the final financial record for subsequent audits, if any.

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

32 D. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services
 33 provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the
 34 aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference
 35 to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the
 36 submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty
 37 (30) calendar days after submission of the individual Cost ~~Reports~~ Report, COUNTY may, in addition to

other

1 any

2 #

3 remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
4 COUNTY.

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

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

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

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

33
34 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

35 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
36 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
37 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to

1 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 2 Any attempted assignment or delegation in derogation of this paragraph shall be void.

3 ~~;~~ provided, however, B. CONTRACTOR may not assign the rights hereunder, either in whole or in
 4 part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

5 ~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
6 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change
7 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in
8 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month
9 period of time, shall be deemed an assignment for purposes of this paragraph.~~ 4. This

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

13 ~~. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

14 ~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
15 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
16 change in the business structure, including but not limited to, the sale or transfer of more than ten
17 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
18 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
19 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
20 attempted assignment or delegation in derogation of this paragraph shall be void.~~

21

22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32

33 **IX. EQUIPMENT**

34 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
35 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
36 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"
37 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including

1 freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets.
2 Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes,
3 and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not
4 limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
5 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated
6 according to ~~generally accepted accounting principles~~ GAAP.

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

13 #

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

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

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

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

30 //

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

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

37

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

2 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
3 ~~Exhibit~~ Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when
4 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
5 Agreement with at least the minimum number and type of staff which meet applicable federal and state
6 requirements, and which are necessary for the provision of the services hereunder.

7
8 **XI. INDEMNIFICATION AND INSURANCE**

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

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

26 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
27 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
28 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
29 CEO/Office of Risk Management.

30 //

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

33 **E. QUALIFIED INSURER**

34 ~~1. B. Without limiting CONTRACTOR's indemnification, it is agreed that~~
35 ~~CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or~~
36 ~~policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this~~
37 ~~Agreement.~~

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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, Employer's	Statutory
Employers' Liability and Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

1. ~~1. "The~~ An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,

1 employees, agents as Additional Insureds.

2 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is
 3 ~~included as an additional insured with respect to the operations of the named insured performed under~~
 4 ~~contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be
 5 excess and non-contributing.

6 ~~I~~ 2. "It is agreed that any insurance maintained by the County of Orange shall apply in
 7 ~~excess of, and not contribute with, insurance provided by this policy."~~

8 ~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30)~~
 9 ~~calendar days written notice has been given to Orange County HCA/Contract Development and~~
 10 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701 4637."~~

11 ~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~
 12 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

13 ~~E.~~ All insurance policies required by this ~~contract~~ Agreement shall waive all rights of subrogation
 14 against the County of Orange and members of the Board of Supervisors, its elected and appointed
 15 officials, officers, agents and employees when acting within the scope of their appointment or
 16 employment.

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

20 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
 21 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
 22 shall be evidenced by policy provisions or an endorsement separate from the COI.

23 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
 24 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

36 P. The procuring of such required policy or policies of insurance shall not be construed to limit
 37 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of

1 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

2 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

4 a. Prior to the start date of this Agreement.

5 b. No later than the expiration date for each policy.

6 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
7 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

8 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
9 in the Referenced Contract Provisions of this Agreement.

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

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

17 b. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance~~
18 ~~must be issued by an insurer licensed to do business in the state of California (California Admitted~~
19 ~~Carrier).~~

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

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

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

30 **XII. INSPECTIONS AND AUDITS**

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

1 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
 2 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
 3 provided pursuant to this Agreement, and the premises in which they are provided.

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

8 C. AUDIT RESPONSE

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

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

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

25 ~~E~~ E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
 26 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
 27 ADMINISTRATOR within fourteen (14) 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 XIII. 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 ~~and~~ regulations and requirements of the United States, the State of California,

1 COUNTY, and ~~any~~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 ~~an appeal~~any hearings or appeals, permits, licenses, approvals, certificates, accreditations,
 4 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

5 ~~— B. The parties shall comply with all laws, rules or regulations applicable to the services provided~~
 6 ~~hereunder, as any may now exist or be hereafter amended or changed, except those provisions or~~
 7 ~~application of those provisions waived by the Secretary of the Department of Health and Human~~
 8 ~~Services. These laws, regulations, and requirements shall include, but not be limited to:~~

9 ~~1. B. WIC, Divisions 5, 6 and 9.~~

10 ~~2. HSC, §§1250 et seq.~~

11 ~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~

12 ~~4. CCR, Title 9, Title 17, and Title 22.~~

13 ~~5. CFR, Title 42 and Title 45.~~

14 ~~6. USC Title 42.~~

15 ~~7. Federal Social Security Act, Title XVIII and Title XIX.~~

16 ~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

17 ~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

18 ~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

19 ~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~

20 ~~12. Policies and procedures set forth in MHP Letters.~~

21 ~~13. Policies and procedures set forth in DHCS Letters.~~

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

23 ~~15. OMB Circulars A-87, A-89, A-110, A122.~~

24 ~~— C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

29 //

30 //

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

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

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

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

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

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

13 1. ARRA of 2009.

14 2. State of California, Department of Social Services, Community Care Licensing Division
 15 requirements for Group Homes.

16 3. 42 USC §§ 3601-3619, the Fair Housing Act.

17 4. U.S. Department of Housing and Urban Development.

18 5. WIC, Divisions 5, 6 and 9.

19 6. State of HSC, §§1250 et seq.

20 7. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

21 8. CCR, Title 9, Title 17, and Title 22.

22 9. CFR, Title 42 and Title 45.

23 10. USC Title 42.

24 11. Federal Social Security Act, Title XVIII and Title XIX.

25 12. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

26 13. 42 USC §§7414, et seq., the Clean Air Act.

27 14. 33 USC §§1251 et seq., the Federal Water Pollution Control Act.

28 15. 31 USC 7501 et seq., Federal Single Audit Act of 1984.

29 16. Policies and procedures set forth in Mental Health Services Act.

30 17. Policies and procedures set forth in DHCS Letters.

31 18. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

32 # 19. OMB Circulars A-87, A-89, A-110, A-122.

34 **XIV. ~~LITERATURE AND ADVERTISEMENTS~~ LITERATURE, ADVERTISEMENTS, AND**
 35 **SOCIAL MEDIA**

36 A. Any written information or literature, including educational or promotional materials,
 37 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related

1 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 2 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 4 and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY,~~
 5 ~~unless ADMINISTRATOR consents thereto in writing.~~

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

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

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

21 **XV. MAXIMUM OBLIGATION**

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

26 **XVI. NONDISCRIMINATION**

27 A. EMPLOYMENT

28 1. During the ~~performance~~term of this Agreement, CONTRACTOR and its Covered
 29 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
 30 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
 31 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 32 ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for~~
 33 ~~employment are free from discrimination~~Additionally, during the term of this Agreement,
 34 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
 35 not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
 36 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
 37 over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

11 25. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 12 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
 13 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 14 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 15 Such requirement requirements shall be deemed fulfilled by use of the phrase "an equal opportunity
 16 employer." term EOE.

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

23 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 24 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 25 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 26 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 27 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
 28 §1688; Title VI of the Civil Rights Act of 1964
 29 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
 30 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other
 31 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 32 regulations, as all may now exist or be hereafter amended or changed.

33 1. For the purpose of this subparagraph B., Nondiscrimination paragraph, Discrimination
 34 includes, but is not limited to the following based on one or more of the factors identified above:

35 a1. Denying a client or potential client any service, benefit, or accommodation.

36 b2. Providing any service or benefit to a client which is different or is provided in a
 37 different manner or at a different time from that provided to other clients.

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

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

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

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

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

16 ~~1)a~~1. COUNTY shall establish a formal resolution and grievance process in the event
17 informal processes do not yield a resolution.

18 ~~2)b~~2. Throughout the problem resolution and grievance process, client rights shall be
19 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
20 informed of their right to access the Patients' Rights Office at any time.

21 ~~2~~ b. ~~In those cases where the client's complaint is filed initially with the Patients'~~
22 ~~Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

23 ~~e~~e. Within the time limits procedurally imposed, the complainant shall be notified in
24 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
25 an appeal ~~with the Patients' Rights Office~~.

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

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

37 EF. In the event of non-compliance with this paragraph or as otherwise provided by federal and state

1 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 2 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

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5 **XVII. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
 26 ~~Paragraph of this Agreement.~~

28 **XVIII. NOTIFICATION OF DEATH**

29 ~~A. NON-TERMINAL ILLNESS DEATH~~

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

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

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

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

3 2. ~~In addition;~~ WRITTEN NOTIFICATION

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

8 //

9 ~~b. 3. The telephone report and written Notification of Non Terminal Illness Death~~
10 ~~shall contain the name of the deceased, the date and time of death, the nature and circumstances of the~~
11 ~~death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

12 ~~—~~ B. TERMINAL ILLNESS DEATH

13 ~~—~~ 1. CONTRACTOR shall notify ADMINISTRATOR by written report ~~faxed,~~ hand delivered,
14 ~~faxed, sent via encrypted email, and/or~~ postmarked and sent via U.S. Mail within forty-eight (48) hours
15 of becoming aware of the death due to terminal illness of any person served ~~hereunder. The Notification~~
16 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~
17 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
18 ~~knowledge of the incident~~ pursuant to this Agreement.

19 ~~—~~ 2C. If there are any questions regarding the cause of death of any person served
20 ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any
21 unusual circumstances related to the death, CONTRACTOR shall immediately notify
22 ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

23
24 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS** **NOTIFICATION OF PUBLIC**
25 **EVENTS AND MEETINGS**

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

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

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36 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

37 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term

1 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
2 accordance with this Agreement and all applicable requirements, ~~which include, but are not limited to:~~

3 ~~1. California Code of Regulation Title 22, §§70751(e), 71551(e), 73543(a), 74731(a),~~
4 ~~75055(a), 75343(a), and 77143(a).~~

5 ~~2. State of California, Health and Safety Code §123145.~~

6 ~~3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

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

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

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

20 //

21 //

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

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

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

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

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

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

36 GI. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
37 accordance with the terms of this Agreement and common business practices. If documentation is

1 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

8 ~~HJ.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
9 security of PII and/or PHI. CONTRACTOR shall, notify COUNTY immediately by telephone call plus
10 email or fax upon the discovery of a ~~breach~~ Breach of ~~privacy~~ unsecured PHI and/or ~~security of PII~~
11 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
12 ~~faesimile.~~

13 ~~IK.~~ CONTRACTOR may be required to pay any costs associated with a ~~breach~~ Breach of privacy
14 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
15 shall pay any and all such costs arising out of a ~~breach~~ Breach of privacy and/or security of PII and/or
16 PHI.

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

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

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

26 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
27 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
28 CONTRACTOR.

29 //

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

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

36 **XXI. RESEARCH AND PUBLICATION**

37 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a

1 result of this Agreement for the purpose of personal publication.

3 XXII. REVENUE

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

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

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

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

25 XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

26 A. In accordance with the United States Immigration Reform and Control Act of 1986,
 27 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
 28 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
 29 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
 30 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
 31 identity of their employees and their eligibility for employment in the United States.

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

1 Minimum Wage.

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

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

9
10 **XXIV. SEVERABILITY**

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

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20 **XXV. SPECIAL PROVISIONS**

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

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

24 2. Lobbying any governmental agency or official ~~or making political contributions.~~

25 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
26 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal
27 contracting and financial transactions).

28 3. ~~Supplanting current funding for existing services.~~

29 ~~4. Fundraising.~~

30 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

32 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
33 services.

34 ~~7.~~

35 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
36 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
37 salary advances or giving bonuses to CONTRACTOR's staff.

1 ~~87.~~ Paying an individual salary or compensation for services at a rate in excess of the current
 2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 3 Schedule may be found at ~~www.opm.gov.~~ www.opm.gov.

4 ~~98.~~ Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

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

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

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

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

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

18 ~~26.~~ Providing inpatient hospital services or purchasing major medical equipment.

19 ~~37.~~ Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 20 funds (matching).

21 ~~4. Funding travel or training (excluding mileage or parking).~~

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

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

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

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28 **XXVI. STATUS OF CONTRACTOR**

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

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

3 //

4 **XXVII. TERM**

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

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

13 **XXVIII. TERMINATION**

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

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

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

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services.
- 24 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 25 another entity without the prior written consent of COUNTY.
- 26 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 27 required pursuant to this Agreement.

28 5. The loss of accreditation or any license required by the Licenses and Laws
 29 ~~paragraph~~ Paragraph of this Agreement.

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

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

36 **D. CONTINGENT FUNDING**

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

2 //
3 //
4 a. The continued availability of federal, state and county funds for reimbursement of
5 COUNTY's expenditures, and

6 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
7 approved by the Board of Supervisors.

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

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

16 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~
17 ~~Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

1 ADMINISTRATOR.

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

5
6 **XXIX. THIRD PARTY BENEFICIARY**

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

10
11 **XXX. WAIVER OF DEFAULT OR BREACH**

12 Waiver by COUNTY ~~by either party~~ of any default by CONTRACTOR shall not be considered a
13 waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any
14 provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by
15 COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the
16 terms of this Agreement.

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

3
4 GOODWILL INDUSTRIES OF ORANGE COUNTY

5
6
7 BY: _____ DATED: _____

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9 TITLE: _____

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12 BY: _____ DATED: _____

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15 TITLE: _____

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18 COUNTY OF ORANGE

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20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

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32 BY: _____ DATED: _____

33 DEPUTY

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37 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the

1 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
2 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
3 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
4 signature alone is required by HCA.
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EXHIBIT A

~~TO~~ AGREEMENT ~~WITH~~ ~~FOR~~ PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

GOODWILL INDUSTRIES OF ORANGE COUNTY

JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017I. COMMON TERMS AND DEFINITIONS

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

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

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

C. 3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into ~~the COUNTY's~~ IRIS.

~~D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.~~

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

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

~~1 Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Consumer at this time.~~

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

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

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

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

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

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

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

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

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

33 12. 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 13. Data Collection System means software designed for collection, tracking and reporting
 37 outcomes data for ~~clients~~ Consumers enrolled in the FSP Programs.

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

3 2 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the
4 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working
5 on strategies for gathering new data from the ~~consumers'~~ Consumers' perspective which will improve
6 understanding of ~~clients'~~ Consumers' needs and desires towards furthering their ~~recovery~~ Recovery. This
7 individual will provide feedback to the program and work collaboratively with the employment
8 specialist, education specialist, benefits specialist, and other staff in the program in strategizing
9 improved outcomes in these areas. This position will be responsible for attending all data and outcome
10 related meetings and ensuring that program is being proactive in all data collection requirements and
11 changes at the local and state level.

12 3 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 4 d. KET means Key Event Tracking and refers to the tracking of a ~~client's~~ Consumer's
16 movement or changes in the approved data collection system. A KET must be completed and entered
17 accurately each time the CONTRACTOR is reporting a change from previous ~~client~~ Consumer
18 status in certain categories. These categories include: residential status, employment status, education and
19 benefits establishment.

20 5 e. PAF means Partnership Assessment Form and refers to the baseline assessment for each
21 ~~client~~ Consumer that must be completed and entered into data collection system within thirty (30) days of
22 the Partnership date.

23 ~~H. Care Coordinator means a MHS, CSW or MFT that provides mental health, crisis intervention
24 and case management services to those clients who seek services in the COUNTY operated outpatient
25 programs.~~

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

32 ~~J. CAT means a team of clinicians who provide mobile response, including mental health
33 evaluations/assessment, for those experiencing a mental health crisis, on a twenty four hours per day,
34 seven days per week basis. Their primary goal is to provide diversion away from hospitalization as well
35 as providing referrals and follow up to assist linkage to mental health services.~~

36 #

37 ~~K. Certified Reviewer means an individual that obtains certification by completing all requirements~~

1 ~~set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.~~

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

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

7 ~~— N. CSW means an individual who meets the minimum professional and licensure requirements set~~
 8 ~~forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a mental~~
 9 ~~health setting.~~

10 ~~— O~~ 14. Diagnosis means the definition of the nature of the client's Consumer's disorder. When
 11 ~~formulating the diagnosis Diagnosis of client Consumer, CONTRACTOR shall use the diagnostic codes~~
 12 ~~and axes as specified in the most current edition of the DSM published by the American Psychiatric~~
 13 ~~Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.~~

14 P 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
 15 providing client Consumer services. DSH credit is obtained for providing mental health, case
 16 management, medication support and a crisis intervention service to any client Consumer open in ~~the~~
 17 IRIS which includes both billable and non-billable services.

18 Q 16. Engagement means the process by which a trusting relationship between worker and
 19 client Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
 20 Engagement of client Consumer(s) is the objective of a successful outreach Outreach.

21 R 17. Face-to-Face means an encounter between client Consumer and provider where they are both
 22 physically present.

23 S 18. FSP

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

34 a. 1) Crisis management;

35 2) — b. — Housing Services;

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

- 1 ~~d.~~ 4) Community-based Wraparound Recovery Services;
 2 ~~e.~~ 5) Vocational and Educational services;
 3 ~~f.~~ 6) Job Coaching/Developing;
 4 ~~g.~~ 7) Consumer employment;
 5 ~~h.~~ 8) Money management/Representative Payee support;
 6 ~~i.~~ 9) Flexible Fund account for immediate needs;
 7 ~~j.~~ 10) Transportation;
 8 ~~k.~~ 11) Illness education and self-management;
 9 ~~l.~~ 12) Medication Support;
 10 ~~m.~~ ~~Dual Diagnosis~~ 13) ~~Co-occurring~~ Services;
 11 ~~n.~~ 14) Linkage to financial benefits/entitlements;
 12 ~~o.~~ 15) Family and Peer Support; and
 13 ~~p.~~ 16) Supportive socialization and meaningful community roles.

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

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

28 ~~Expenditures that are individualized and appropriate to support Consumer's mental health~~
 29 ~~treatment activities.~~

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

35 20. Individual Services and Support Funds – Flexible Funds means funds intended for use to
 36 provide ~~clients~~ Consumers and/or their families with immediate assistance, as deemed necessary, for the
 37 treatment of their mental illness and their overall quality of life. Flexible Funds are generally

1 categorized as housing, ~~client~~Consumer transportation, food, clothing, medical and miscellaneous
 2 expenditures that are individualized and appropriate to support ~~client's~~Consumer's mental health
 3 treatment activities.

4 ~~V~~ 21. Intake means the initial meeting between a ~~client~~Consumer and CONTRACTOR's staff and
 5 includes an evaluation to determine if the ~~client~~Consumer meets program criteria and is willing to seek
 6 services.

7 #

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

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

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

21 ~~Z. MFT means an individual who meets the minimum professional and licensure requirements set~~
 22 ~~forth in CCR, Title 9, Section 625.~~

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

26 ~~AB. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and~~
 27 ~~four years of experience in a mental health setting as a specialist in the fields of physical restoration,~~
 28 ~~social adjustment and/or vocational adjustment.~~

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

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

35 ~~+~~ a. Assessment means a service activity, which may include a clinical analysis of the
 36 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural
 37 issues and history, ~~diagnosis~~Diagnosis and the use of testing procedures.

1 ~~2~~

2 //

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

6 3 c. Co-Occurring ~~see DD~~ Integrated Treatment Model means, in evidence-based Integrated
7 Treatment programs, Consumers who receive a combined treatment for ~~definition~~ mental illness and
8 substance abuse disorders from the same practitioner or treatment team.

9 4 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
10 behalf of a ~~client~~ Consumer for a condition which requires more timely response than a regularly
11 scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

12 ~~5. DD Integrated Treatment Model means that the program uses a stage wise treatment model~~
13 ~~that is non-confrontational, follows behavioral principles, considers interactions between mental illness~~
14 ~~and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse~~
15 ~~research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs~~
16 ~~treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis~~
17 ~~services integrate assistance for each condition, helping people recover from both in one setting at the~~
18 ~~same time.~~

19 ~~6. Medication Support Services means those services provided by a licensed physician, RN~~

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

27 7 f. Rehabilitation Service means an activity which includes assistance in improving,
28 maintaining, or restoring a ~~client's~~ Consumer's or group of ~~clients'~~ Consumers' functional skills, daily
29 living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills,
30 support resources and/or medication education.

31 8 g. Targeted Case Management means services that assist a beneficiary to access needed
32 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
33 service activities may include, but are not limited to, communication, coordination and referral;
34 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
35 monitoring of the beneficiary's progress; and plan development.

36 9 h. Therapy means a service activity which is a therapeutic intervention that focuses
37 primarily on symptom reduction as a means to improve functional impairments. Therapy may be

1 delivered to an individual or group of beneficiaries which may include family therapy in which the
2 beneficiary is present.

3 ~~AD. MHSA means the law that provides funding for expanded community mental health services. It~~
4 ~~is also known as “Proposition 63.”~~

5 ~~—AE~~ 28. Mental Health Worker means an individual ~~who~~ 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 ~~mental health~~ behavioral science field such as
8 psychology, counseling, or social work, or has ~~a high school diploma and~~ two (2) years of experience
9 ~~delivering~~ providing Client related services ~~in a mental health field~~ to Consumers experiencing mental
10 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,
11 counseling, or social work may be substituted for up to one year of the experience requirement.

12 ~~—AF~~//

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

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

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

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

29 #

30 #

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

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

1 HIPAA standard transactions. The NPI is assigned for life.

2 ~~—AH. NOA A means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to~~
 3 ~~any specialty mental health service. The COUNTY has expanded the requirement for an NOA A to all~~
 4 ~~individuals requesting an assessment for services and found not to meet the medical necessity criteria~~
 5 ~~for specialty mental health services.~~

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

9 ~~AJ~~ 36. Outreach means the ~~outreach~~ Outreach to potential ~~clients~~ Consumers to link them to
 10 appropriate ~~mental health services~~ Mental Health Services and may include activities that involve
 11 educating the community about the services offered and requirements for participation in the programs.
 12 Such activities should result in the CONTRACTOR developing their own ~~client~~ Consumer referral
 13 sources for the programs they offer.

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

18 38. Pharmacy Benefits Manager means the organization that manages the medication benefits
 19 that are given to Consumers that qualify for medication benefits.

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

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

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

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

36 43. Promotora de Salud Model means a model where trained individuals, Promotores, work
 37 towards improving the health of their communities by linking their neighbors to health care and social

1 services, educating their peers about mental illness, disease and injury prevention.

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

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

17 ~~—AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits~~
 18 ~~that are given to BHS & MIHS clients that qualify for medication benefits.~~

19 ~~—AN. 46. PHI means individually identifiable health information usually transmitted by electronic~~
 20 ~~media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~
 21 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~
 22 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~
 23 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

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27 ~~—AO. Pre Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical~~
 28 ~~Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~
 29 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section~~
 30 ~~575.2. The waiver may not exceed five (5) years.~~

31 ~~—AP. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social Work~~
 32 ~~or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern~~
 33 ~~acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.~~

34 ~~—AQ. Program Director means an individual who has complete responsibility for the day to day~~
 35 ~~function of the program. The Program Director is the highest level of decision making at a local,~~
 36 ~~program level.~~

37 ~~—AR. Promotora de Salud Model means a model where trained individuals, Promotores, work towards~~

~~improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.~~

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

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

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

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

~~AW 49. Recovery ~~is~~ means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential,²² and identifies four major dimensions to support ~~recovery~~ Recovery in live life:~~

~~1 a. Health:— Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;~~

~~2 b. Home:— A stable and safe place to live;~~

~~3 c. Purpose:— Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and~~

~~#
4 d. Community:— Relationships and social networks that provide support, friendship, love, and hope.²²~~

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

~~— AY. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum AMHS and Medi-Cal charting standards. ⁵¹ Supervisory review is conducted by the program/clinic director or designee.~~

~~— AZ. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent~~

1 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
2 advocacy, and linking ~~clients~~ Consumers with the assigned PSC for clinical issues. Supportive Housing
3 PSC will consult with the multidisciplinary team of ~~clients~~ Consumers assigned by the program. The
4 ~~PSC's~~ PSCs will be active in supporting and implementing a full service partnership philosophy and its
5 individualized, strengths-based, culturally appropriate, and ~~client~~ Consumer-centered approach.

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

10 ~~BA~~ 53. Token means the security device which allows an individual user to access the COUNTY's
11 computer based IRIS.

12 ~~BB~~ 54. UMDAP is means the Uniform Method of Determining Ability to Pay and refers to the
13 method used for determining the annual ~~client~~ Consumer liability for ~~mental health services~~ Mental
14 Health Services received from the COUNTY mental health ~~systems~~ system and is set by the State of

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

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

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

II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>TOTAL</u> <u>PERIOD THREE</u>
<u>ADMINISTRATIVE COSTS</u>			
Indirect Costs	\$ 99,260	\$ 99,260	\$ 99,260
	\$	\$	\$
	21,681 99,26	21,681 99,26	43,362 99,26
<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>0</u>	<u>0</u>	<u>0</u>
 PROGRAM COST			
	\$	\$	
	639,746 599,	639,746 599,	1,279,492
Salaries	<u>968</u>	<u>968</u>	<u>599,968</u>
	191,928	191,928	383,856
Benefits	<u>173,090</u>	<u>173,090</u>	<u>173,090</u>
	159,362	159,362	318,724
Services and Supplies	<u>142,549</u>	<u>142,549</u>	<u>142,549</u>
	8,700 6,550	8,700 6,550	17,400 6,550
Flexible Funds	<u>157</u>	<u>157</u>	<u>922,157</u>
	\$	\$	
	999,736 922,	999,736 922,	1,999,472
<u>SUBTOTAL PROGRAM COST</u>	<u>157</u>	<u>157</u>	<u>922,157</u>
<u>GROSS COST</u>	<u>\$1,021,417</u>	<u>\$1,021,417</u>	<u>\$1,021,417</u>
<u>REVENUE</u>			
MHSA	<u>\$1,021,417</u>	<u>\$1,021,417</u>	<u>\$1,021,417</u>
<u>TOTAL REVENUE</u>	<u>\$1,021,417</u>	<u>\$1,021,417</u>	<u>\$1,021,417</u>
 TOTAL COST <u>BUDGET</u>	 \$1,021,417	 \$1,021,417	 \$2,042,834 <u>1,021,417</u>
 <u>REVENUE</u>			
— MHSA	<u>\$1,021,417</u>	<u>\$1,021,417</u>	<u>\$2,042,834</u>

1	TOTAL REVENUE	\$1,021,417	\$1,021,417	\$2,042,834
2				
3	TOTAL MAXIMUM OBLIGATION	\$1,021,417	\$1,021,417	\$2,042,834
4				

5 B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift
6 funds between programs, or between budgeted line items within a program, for the purpose of meeting
7 specific program needs or for providing continuity of care to its clients. CONTRACTOR’s application
8 shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted,
9 and the sustaining impact of the shift as may be applicable to future years. Approval by
10 ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by
11 CONTRACTOR.

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

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19 **III. PAYMENTS**

20 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
21 \$85,119 per month. All payments are interim payments only, and subject to Final Settlement in
22 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
23 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
24 payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract
25 Provisions of the Agreement, and, provided further, CONTRACTOR's costs are reimbursable pursuant
26 to federal, state and COUNTY regulations. ADMINISTRATOR may, at its discretion, pay
27 supplemental billings for any month for which the provisional amount specified above has not been
28 fully paid.

29 1. In support of the monthly invoice, CONTRACTOR shall submit a monthly Expenditure
30 and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
31 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
32 CONTRACTOR as specified in Subparagraphs A.2. and A.3. below.

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

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

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

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

16 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
 17 with any provision of the Agreement.

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

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

24 **IV. SERVICES**

25 **A. FACILITIES**

26 1. CONTRACTOR shall maintain two (2) facilities at the following locations or any other
 27 locations approved by ADMINISTRATOR:

28 North Region

29 12822 Garden Grove Blvd., Suite A
 30 Garden Grove, CA 92843

31 South Region

32 23871 Via Fabricante, Suite 401
 33 Mission Viejo, CA 92691

34 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
 35 throughout the year, and maintain the capability to provide services during evening hours on weekdays,
 36 and on weekends, when necessary, in order to accommodate ~~clients~~ Clients. CONTRACTOR's holiday
 37 schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by

1 ADMINISTRATOR.

2 B. PERSONS TO BE SERVED – Seriously and persistently mentally ill adults, and transitional
 3 age youth (TAY), ages eighteen (18) years or older, who are currently receiving mental health services
 4 and have an assigned Care Coordinator or PSC, and must legally residing in COUNTY and otherwise
 5 eligible for public services under federal and state law. ~~ADMINISTRATOR will serve as a principal~~
 6 ~~gatekeeper to potential clients who are chronically and persistently mentally ill, and referred by~~
 7 ~~ADMINISTRATOR~~ CONTRACTOR shall receive referrals directly from County-operated and County-
 8 contracted programs including, but not limited to: Adult Outpatient Clinics and Recovery Centers,
 9 Adult and TAY Full Service Partnerships, Prevention and Intervention programs, and Innovations
 10 programs.

11 C. SERVICES – SUPPORTED EMPLOYMENT

12 1. CONTRACTOR shall provide Supported Employment Services, which include, but are not
 13 limited to;

14 a. Vocational Services: CONTRACTOR shall provide an array of vocational services to
 15 ~~clients~~ Clients, to encourage job training to ~~clients~~ Clients, encourage ~~clients~~ Clients to consider and to
 16 start volunteer work, part-time, supported employment or education services. CONTRACTOR shall
 17 encourage ~~clients~~ Clients to engage in a number of activities, such as General Education Degree (GED)
 18 preparation using established computer programs, linkage to colleges, vocational, and adult schools.
 19 Peers may be used as teachers' aids to ease the anxiety of new ~~clients~~ Clients continuing educational
 20 goals. CONTRACTOR shall develop ~~a JSST program, and develop~~ an individual plan with each ~~client.~~
 21 ~~The JSST program~~ Client and shall provide the ~~clients~~ Clients with information that consists of
 22 workbook exercises, videos, classroom instruction, and exercises in order for them to learn and/or
 23 improve their job seeking and interpersonal communication skills. ~~The JSST program~~ Vocational
 24 services shall include, but not be limited to the following:

25 1) Interviewing Techniques – ~~resume~~ Develop resumes, cover letter and references,
 26 interviewing assistance, positive word/phrases for presentation, interview questions, interviewing
 27 exercises, video

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 29 presentations, verbal and nonverbal communication during interviews, self-marketing techniques, and
 30 appreciation correspondence;

31 2) Job Search Techniques – Employment Specialists shall meet regularly with Clients
 32 and provide training ~~and~~ that includes, but is not limited to: setting occupational goals, ~~meeting with Job~~
 33 ~~Developer~~, job search methods, job leads and follow-ups, telephone training, applications and faxing;

34 3) Life Skills – ~~introduction~~ Provide training to Clients to develop skills on
 35 dependability, making emergency arrangements, time management, financial management;

36 4) Interpersonal Communication Skills – Work with Clients on appropriate
 37 communication, positive attitudes and relationships, listening skills, decision-making, goal-setting,

1 stress management, anger management and constructive ~~criticism~~ feedback;

2 5) Job Placement – ~~CONTRACTOR shall train clients~~ Train Clients as needed on how
3 to use resources such as: newspapers; browse, print and record job leads from various web sites on the
4 Internet. Clients will record their job leads ~~on a Job Placement Activity Sheet~~ and ~~give~~ provide it to their
5 ~~Job Developer~~ assigned Employment Specialist;

6 6) Group support and tutorial classes – Provide GED and keyboarding classes;

7 7) Community Employer Outreach - Work with Clients and potential employers in the
8 community, and in all regions of the County to locate potential paid employment positions;

9 8) On-the-Job Support – ~~CONTRACTOR shall place clients in the~~ Clients in either a
10 competitive or supported employment job placement in jobs that best reflect their interests, aptitudes,
11 transportation needs, work schedule and access requirements. ~~CONTRACTOR shall place clients in~~
12 ~~either a competitive or supported employment job placement.~~ Each ~~client~~ Client placed shall receive
13 ongoing support from ~~a Job Developer~~ an Employment Specialist; and

14 9) Graduation – Upon successful placement in employment, ~~clients~~ Clients will be
15 given the opportunity to consult with their employers, ~~Job Developers~~ Employment Specialists, and other
16 support persons such as family members to make a decision regarding graduation from the
17 CONTRACTOR's Supported Employment Services program. If the ~~client~~ Client and other involved
18 parties agree that the ~~client~~ Client is able and willing to proceed with employment without the support of
19 ~~a Job Developer~~ an Employment Specialist, CONTRACTOR shall hold periodic graduation ceremonies
20 and present them with a certification of completion. If, at any

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22 time in the future, the ~~client~~ Client or other involved parties feel that they are in need of further
23 supportive employment services, they may return to the program and re-enroll to receive services.

24 10) Post-Graduation – Within six (6) months of graduation, if the Client would like to
25 or is deemed in need of further Supported Employment services, the Client may be re-enrolled in the
26 program, with approval from applicable staff and their assigned Care Coordinator or PSC. Client must
27 continue to be receiving mental health services to be eligible to re-enroll in the program. If, after six (6)
28 months post-graduation, the Client may only return to the program and re-enroll to receive Supported
29 Employment services with approval and re-referral by their assigned Care Coordinator or Personal
30 Services Coordinator.

31 b. Job Preparation Services: CONTRACTOR shall make placements available to
32 ~~clients~~ Clients who require additional supports with job skills training and work experience in the Work
33 Experience/Adjustment/Hardening (WEAH) program. CONTRACTOR shall place ~~clients~~ Clients at
34 work sites where they may work under the guidance of a work area supervisor with the support of ~~a Job~~
35 ~~Developer~~ an Employment Specialist that will assist them in developing appropriate work skills,
36 tolerances and strategies for coping with a daily work schedule, and behaviors needed in a “real work”
37 environment. CONTRACTOR shall provide actual jobs in training areas including but not limited to,

1 janitorial, package and assembly, shipping and receiving, maintenance, processing, retail sales, stocking,
 2 computer assembly, clerical, accounting and document destruction. CONTRACTOR shall provide
 3 actual work areas for ~~clients~~ Clients to experience the "world of work" prior to moving into supported
 4 employment and then competitive employment. ~~CONTRACTOR~~ and shall assist ~~clients~~ Clients to build
 5 confidence and self-esteem while working to enhance productivity and work stamina. In addition to
 6 paid work experience, CONTRACTOR shall place ~~clients~~ Clients in volunteer opportunities and make
 7 ~~clients~~ Clients available to non-profit
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 9 organizations prior to finding competitive employment. Job preparation shall include, but not limited to
 10 the following:

- 11 1) Identifying individual ~~client~~ Client skills and interests;
- 12 2) Teaching workplace responsibilities and expectations;
- 13 3) Disseminating information on communication skills;
- 14 4) Managing symptoms and stress in the workplace;
- 15 5) Grooming and dressing for success; and
- 16 6) Writing resumes and successful job application techniques.

17 D. CONTRACTOR shall maintain regular communication with Client's Care Coordinator or PSC
 18 and facilitate coordination of services.

19 E. ADMINISTRATOR shall review Client charts to assist CONTRACTOR in ensuring
 20 compliance with ADMINISTRATOR P&Ps and any documentation requirements.

21 F. ADMINISTRATOR shall review and approve all discharges from the program.

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

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

24 ~~D~~I. PERFORMANCE OUTCOMES

25 1. CONTRACTOR shall enroll and provide Supported Employment Services to a minimum of
 26 one hundred twenty-five (125) ~~clients~~ Clients in the North Region and seventy (70) ~~client~~ Client
 27 enrollments in the South Region of the COUNTY.

28 2. CONTRACTOR shall develop and provide a thorough referral screening process to ensure
 29 that twenty-five percent (25%) or less of Clients referred to and enrolled in each program are not
 30 discharged prior to obtaining competitive employment and graduation for non-participation in the
 31 program.

32 3. CONTRACTOR shall ensure that a minimum of thirty-five (35%) percent of the
 33 ~~clients~~ Clients referred ~~by the ADMINISTRATOR to~~ and fully enrolled in the program are placed in
 34 competitive employment during the term of the Agreement. CONTRACTOR understands and agrees
 35 that this is a minimum requirement, and shall make every effort to exceed this minimum.

36 ~~E~~ 4. CONTRACTOR shall maintain an average time-to-placement of sixteen (16) weeks
 37 from the time of enrollment.

1 5. CONTRACTOR shall implement a Satisfaction Survey to assess the effectiveness of the
2 program and to ensure the needs of the Clients enrolled in the program are met. Survey results shall be
3 analyzed to identify both strengths and weaknesses of the program, and be used to refine program
4 structure as required to ensure the most effective and appropriate services are being provided.

5 6. CONTRACTOR shall provide program presentations to all County and contractor-operated
6 clinics, Recovery Centers, Full Service Partnerships, Prevention and Intervention, and Innovation
7 programs as identified by County.

8 7. CONTRACTOR shall track and monitor, on a monthly basis, the number of newly enrolled
9 Clients, carryover Clients from previous months, successful placements both full and part time, types of
10 placements (clerical, customer service, etc.), number of days able to maintain employment pre- and
11 post- enrollment, and average wage.

12 8. CONTRACTOR shall identify the specific reasons for Client disenrollment and discharge
13 from the program prior to graduation, and identify the steps taken with each Client to maintain their
14 enrollment in the program.

15 9. CONTRACTOR shall provide a weekly Referral Log that includes, but is not limited to, the
16 following: Client name, date of birth, referral date, referral source and contact, date Client contacted for
17 enrollment, enrollment date, placement date, graduation date, inactive date, discharge date, including the
18 reason for discharge.

19 J. FLEXIBLE FUNDS

20 1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
21 appropriate for the treatment of client's Client's mental illness and overall quality of life;

22 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
23 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
24 CONTRACTOR's monthly Expenditure and Revenue Report;

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

31 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
32 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
33 Funds P&P training for each staff member that utilizes Flexible Funds for a client Client; and

34 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

35 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
36 what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible
37 Funds shall be individualized according to client's Client's needs. Include a sample listing of certain

1 expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

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

6 c. Identification of the process for documenting and accounting for all Flexible Funds
7 expenditures, which shall include, but not be limited to, retention of comprehensible source
8 documentation such as receipts, copy of ~~client's~~ Client's lease/rental agreements, general ledgers, and
9 needs documented in ~~client's~~ Client's master treatment plans;

10 d. Statement indicating that Flexible Funds may be utilized when other community
11 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a
12 timely manner, or are not appropriate for a ~~client's~~ Client's situation. ~~PSCs~~ CONTRACTOR will assist
13 ~~clients~~ Clients in exploring other available resources, whenever possible, prior to utilizing Flexible
14 Funds;

15 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000,
16 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,
17 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify
18 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
19 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
20 may result in disallowance of the expenditure;

21 f. Statement that pre-purchases shall only be for food, transportation, and clothing ~~and~~
22 ~~motels~~, as required and appropriate;

23 g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers
24 and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all
25 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated

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27 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
28 twenty-five (\$25) each;

29 h. Statement indicating that ~~pre-purchases~~ Flexible Funds are not to be used for ~~motels~~
30 ~~shall be on a case by case basis and time limited in nature, and only utilized while more appropriate~~
31 ~~housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and~~
32 ~~disbursement;~~ for Clients;

33 i. Statement indicating that Flexible Funds ~~are not to be used for housing for clients that~~
34 ~~have not been enrolled in CONTRACTOR's program, unless approved in advance, and in writing, by~~
35 ~~ADMINISTRATOR;~~

36 ~~----- j. Statement indicating that Flexible Funds~~ shall not be given in the form of cash to any
37 ~~clients~~ Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's

1 program; and

2 ~~ki.~~ Identification of procedure to ensure secured storage and documented disbursement of
 3 gift cards and vouchers for ~~clients~~ Clients, including end of year process accounting for gift cards still in
 4 staff possession.

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

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

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 13 **V. STAFFING**

14 A. CONTRACTOR shall provide the following staffing, expressed in FTEs, which shall be equal
 15 to an average of forty (40) hours per week, to provide Supported Employment services:

17	ADMINISTRATION	FTEs
18	—Vocational Specialist	0.10
19	TOTAL ADMINISTRATION FTEs	0.10
20		
21	DIRECT PROGRAM	FTEs
22	—Program Director	1.00
23	Program Manager	2.00
24	—Job Outreach Coordinator <u>Administrative</u>	1.00 <u>50</u>
25	<u>Assistant</u>	
26	Employment Training Specialist	6 <u>10.00</u>
27	—Job Developer	5.00
28	TOTAL PROGRAM FTEs	15.00 <u>13</u>
29		<u>.50</u>
30		
31	TOTAL CONTRACT FTEs	15.10

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 33 **B. WORKLOAD STANDARDS**

34 ~~1.~~ 1. CONTRACTOR shall ensure that all staff are trained and have a clear
 35 understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training
 36 for each staff member and placed in their personnel files.

37 2. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider

1 Training and Annual Compliance Training.

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

5 4. ADMINISTRATOR shall assist CONTRACTOR in monitoring compliance with staff
6 workload standards and productivity.

7 5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
8 languages as determined by ADMINISTRATOR. Salary savings resulting from vacant positions may
9 not be used to cover costs other than salaries and employee benefits unless otherwise authorized in
10 writing, in advance, by ADMINISTRATOR.

11 26. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement
12 in a manner that is culturally and linguistically appropriate for the population(s) served.
13 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
14 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring
15 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
16 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are
17 physically challenged.

18 37. CONTRACTOR shall recruit, hire, train and maintain staff, as applicable, who are
19 ~~clients~~ Clients, former ~~clients~~ Clients or family members and who are qualified for the position(s) sought.
20 Documentation may include, but not be limited to, the following: records attesting to efforts made in
21 recruitment and hiring practices, and identification of measures taken to enhance accessibility for
22 potential staff in these categories.

23 48. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
24 written approval of ADMINISTRATOR.

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26 ~~5~~ 9. CONTRACTOR shall maintain personnel files for each staff person, which shall
27 include, but not be limited to, an application for employment, qualifications for the position, results of
28 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
29 capabilities, status as a ~~client~~ Client, former ~~client~~ Client or family member, pay rate, training, and
30 evaluations justifying pay increases.

31 610. All positions are required to maintain a log delineating hours worked and allocated to
32 each program of CONTRACTOR.

33 711. CONTRACTOR shall provide training to service staff covering suicide assessment and
34 crisis intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse,
35 dealing with difficult ~~clients~~ Clients, meeting facilitation and mediation, confidentiality, identification of
36 strengths, promoting life skills and such other topics identified or provided by ADMINISTRATOR.

37 ~~8. CONTRACTOR shall enroll and provide Supported Employment Services to a minimum of~~

~~one hundred twenty five (125) clients in the North Region and seventy (70) client enrollments in the South Region of the COUNTY.~~

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

VI. REPORTS

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

~~B. FISCAL~~

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

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

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

~~D.~~ PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of this Agreement and report ~~of the number of annual client enrollments and successful job placements.~~ the status of each of the specified Performance Outcomes identified in the Services Paragraph of Exhibit A to the Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of

1 the Agreement.

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

7 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
8 that adversely affect the quality or accessibility of Client-related services provide by, or under contract
9 with the COUNTY.

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

14 FG. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Reports Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
AGREEMENT FOR PROVISION OF
ADULT SUPPORTED EMPLOYMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
GOODWILL INDUSTRIES OF ORANGE COUNTY
JULY 1, 2014 THROUGH JUNE 30, 2017

~~VII.~~ I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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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 policies and procedures, to
5 manage the selection, development, implementation, and maintenance of security measures to protect
6 ePHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that
7 information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **D. SECURITY RULE**

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

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 ~~— A. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional~~
 16 ~~welfare of clients, including but not limited to serious physical harm to self or others, serious destruction~~
 17 ~~of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR~~
 18 ~~shall notify ADMINISTRATOR within twenty four (24) hours of any such serious adverse incident.~~

19 1) The Disclosure is required by law; or

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

25 c. ~~B.~~ CONTRACTOR may use or further disclose PHI COUNTY discloses to
 26 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
 27 CONTRACTOR.

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

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

32 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
 33 required by law.

34 H. PROHIBITED USES AND DISCLOSURES

35 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
 36 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
 37 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care

1 item or service for which the health care provider involved has been paid out of pocket in full and the
2 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

3 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
4 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
5 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
6 42 USC § 17935(d)(2).

7 I. OBLIGATIONS OF COUNTY

8 1. COUNTY shall ~~advise—ADMINISTRATOR~~ notify CONTRACTOR of any ~~special~~
9 ~~incidents,~~ limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520,
10 to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

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

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

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

19 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

33 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
34 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions, ~~or issues that~~
35 ~~adversely affect the quality or accessibility of client related services provide by, or under~~ that make
36 return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is
37 infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI

1 and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction
2 infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C
AGREEMENT FOR PROVISION OF
ADULT SUPPORTED EMPLOYMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
GOODWILL INDUSTRIES OF ORANGE COUNTY
JULY 1, 2014 THROUGH JUNE 30, 2017

I. PERSONAL INFORMATION AND SECURITY CONTRACT ~~WITH THE COUNTY AS~~

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

A. DEFINITIONS

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

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

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

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

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

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

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

~~D. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member~~

1 ~~and placed in their personnel files.~~

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

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5 ~~— F. COUNTY shall provide, or cause to be~~ 7. "PII" shall have the meaning given to
6 such term in the IEA and CMPPA.

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

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

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

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

20 ~~B. provided, training and ongoing consultation to CONTRACTOR's staff to assist~~
21 ~~CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps,~~
22 ~~documentation standards and any state regulatory requirements.~~

23 ~~— G. ADMINISTRATOR shall assist CONTRACTOR in monitoring ADMINISTRATOR 's program~~
24 ~~to ensure compliance with workload standards and productivity.~~

25 ~~— H. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance~~
26 ~~with ADMINISTRATOR P&Ps and any documentation requirements.~~

27 ~~— I. ADMINISTRATOR shall review and approve all admissions and discharges from the program.~~

28 TERMS OF AGREEMENT

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

33 2. Responsibilities of CONTRACTOR

34 CONTRACTOR agrees:

35 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
36 required by this Personal Information Privacy and Security Contract or as required by applicable state

1 and federal law.

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

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

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

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

20 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 21 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
 22 CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as
 23 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
 24 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
 25 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
 26 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of
 27 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
 28 same requirements for privacy and security safeguards for confidential data that apply to
 29 CONTRACTOR with respect to such information.

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

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

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

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

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

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

~~ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.
K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.
L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Responsibilities Paragraph of this Exhibit A to the Agreement.~~

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EXHIBIT AC

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EXHIBIT AC