

1 AGREEMENT FOR PROVISION OF
2 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE AND
3 SOCIAL SECURITY INCOME OUTREACH SERVICES

4 BETWEEN

5 COUNTY OF ORANGE

6 AND

7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
8 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

9 JULY 1, 2016 THROUGH JUNE 30, 2019

10
11 THIS AGREEMENT entered into this 1st day of July 2016, which date is enumerated for purposes
12 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
13 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH
14 ASSOCIATION, a California nonprofit corporation (CONTRACTOR). This Agreement shall be
15 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

18
19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
20 Adult Mental Health Representative Payee and Social Security Income Outreach Services described
21 herein to the residents of Orange County; and

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

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

25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

	<u>EXHIBIT A</u>	<u>PAGE</u>
1		
2	I. Budget	1
3	II. Common Terms and Definitions	2
4	III. Payments	11
5	IV. Reports.....	12
6	V. Services	13
7	VI. Staffing	15
8		
9	<u>EXHIBIT B</u>	
10	I. Budget	1
11	II. Common Terms and Definitions	2
12	III. Payments	11
13	IV. Reports.....	12
14	V. Services	14
15	VI. Staffing	17
16		
17	<u>EXHIBIT C</u>	
18	I. Business Associate Contract.....	1
19		
20	<u>EXHIBIT D</u>	
21	I. Personal Information Privacy and Security Contract.....	1
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37	//	

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2016 through June 30, 2019
 Period One means the period from July 1, 2016 through June 30, 2017
 Period Two means the period from July 1, 2017 through June 30, 2018
 Period Three means the period from July 1, 2018 through June 30, 2019

Maximum Obligation: \$1,168,227

	<u>Representative Payee Services</u>	<u>Social Security Income Outreach Services</u>	<u>Total</u>
Period One Maximum Obligation:	\$105,409	\$284,000	\$389,409
Period Two Maximum Obligation:	105,409	284,000	389,409
Period Three Maximum Obligation:	<u>105,409</u>	<u>284,000</u>	<u>389,409</u>
TOTAL MAXIMUM OBLIGATION:	\$316,227	\$852,000	\$1,168,227

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 80-608-5077

CONTRACTOR TAX ID Number: 95-2036972

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Orange County Association for Mental Health dba
 Mental Health Association of Orange County
 822 Town and Country Road
 Orange, CA 92868
 Contact Name: Jeffrey A. Thrash, Chief Executive Officer
 Contact Email: thrash@mhaoc.org

I. ACRONYMS

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

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

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

22
23 **II. ALTERATION OF TERMS**

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

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

31
32 **III. ASSIGNMENT OF DEBTS**

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

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

3
4 **IV. COMPLIANCE**

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

7 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
8 policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General
9 Compliance Trainings.

10 2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of
11 Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct
12 have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as
13 described in subparagraphs below.

14 3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct;
15 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of
16 this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s Compliance
17 Program and Code of Conduct.

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

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

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

34 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
35 procedures and screen all Covered Individuals employed or retained to provide services related to this
36 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
37 Screening shall be conducted against the General Services Administration's Excluded Parties List

1 System or System for Award Management, the HHS/OIG List of Excluded Individuals/Entities, and the
2 California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the
3 ADMINISTRATOR.

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

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

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

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

19 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
20 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
21 Agreement.

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

35 //

36 //

37 //

V. CONFIDENTIALITY

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

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

VI. COST REPORT

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

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

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

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

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

//

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

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

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

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

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

31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
5 documentation prepared by _____ for the cost report period beginning _____
6 and ending _____ and that, to the best of my knowledge and belief, costs reimbursed
7 through this Agreement are reasonable and allowable and directly or indirectly related to the
8 services provided and that this Cost Report is a true, correct, and complete statement from
9 the books and records of (provider name) in accordance with applicable instructions, except
10 as noted. I also hereby certify that I have the authority to execute the accompanying Cost
11 Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

30 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

31 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
 32 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 33 consultants performing work under this Agreement meet the citizenship or alien status requirement set
 34 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 35 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 36 employment eligibility status required by federal or state statutes and regulations including, but not
 37 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently

1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

3
4 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

21 **XI. INDEMNIFICATION AND INSURANCE**

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

32 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
33 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
34 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
35 Agreement have been complied with and to maintain such insurance coverage with COUNTY during
36 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of
37 //

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 2 conditions as set forth herein for CONTRACTOR.

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

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

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

18 F. QUALIFIED INSURER

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

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

27 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 28 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory

1	Employers Liability Insurance	\$1,000,000 per occurrence
2		
3	Network Security & Privacy	\$1,000,000 per claims made
4	Liability	
5		
6	Professional Liability	\$1,000,000 per claims made
7		\$1,000,000 aggregate
8		
9	Sexual Misconduct	\$1,000,000 per occurrence

11 H. REQUIRED COVERAGE FORMS

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

14 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA
15 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

16 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

5 M. If CONTRACTOR’s Professional Liability or Network Security & Privacy Liability are
6 “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years
7 following the completion of the Contract.

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

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

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

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

22 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

37 //

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

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

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

11 **XII. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

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

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

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

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

12
13 **XIII. LICENSES AND LAWS**

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

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

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

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

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

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

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

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
35 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
37 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

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

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

- 9 1. ARRA of 2009.
- 10 2. WIC, Division 5, Community Mental Health Services.
- 11 3. WIC, Division 6, Admissions and Judicial Commitments.
- 12 4. WIC, Division 7, Mental Institutions.
- 13 5. HSC, §§1250 et seq., Health Facilities.
- 14 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 15 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 16 8. CCR, Title 17, Public Health.
- 17 9. CCR, Title 22, Social Security.
- 18 10. CFR, Title 42, Public Health.
- 19 11. CFR, Title 45, Public Welfare.
- 20 12. USC Title 42. Public Health and Welfare.
- 21 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 22 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 23 15. 42 USC §1857, et seq., Clean Air Act.
- 24 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 25 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 26 18. Policies and procedures set forth in Mental Health Services Act.
- 27 19. Policies and procedures set forth in DHCS Letters.
- 28 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 29 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
30 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

31
32 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Agreement must be approved at least thirty (30) days in advance and in writing by
36 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
37 //

1 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
2 and electronic media such as the Internet.

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

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

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

17
18 **XV. MAXIMUM OBLIGATION**

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

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

25
26 **PARA XVI. MINIMUM WAGE LAWS**

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

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

37 //

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

5
6 **XVII. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

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

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

34 6. Each labor union or representative of workers with which CONTRACTOR and/or
35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
36 notice advising the labor union or workers' representative of the commitments under this
37 //

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
2 employees and applicants for employment.

3 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
4 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
5 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
7 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
8 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
9 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
10 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
11 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other
12 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
13 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
14 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
15 or more of the factors identified above:

- 16 1. Denying a client or potential client any service, benefit, or accommodation.
- 17 2. Providing any service or benefit to a client which is different or is provided in a different
18 manner or at a different time from that provided to other clients.
- 19 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
20 others receiving any service or benefit.
- 21 4. Treating a client differently from others in satisfying any admission requirement or
22 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
23 any service or benefit.
- 24 5. Assignment of times or places for the provision of services.

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

- 29 1. Whenever possible, problems shall be resolved informally and at the point of service.
30 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
31 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
32 CONTRACTOR either orally or in writing.
 - 33 a. COUNTY shall establish a formal resolution and grievance process in the event
34 informal processes do not yield a resolution.
 - 35 b. Throughout the problem resolution and grievance process, client rights shall be
36 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
37 informed of their right to access the Patients’ Rights Office at any time.

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

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

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

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

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

3
4 **XIX. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

27
28 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

36 //

37 //

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

//
//

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

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

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

11
12 **XXII. RESEARCH AND PUBLICATION**

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

16
17 **XXIII. REVENUE**

18 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
19 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
20 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
21 according to their ability to pay as determined by the State Department of Health Care Services’
22 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
23 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
24 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
25 No client shall be denied services because of an inability to pay.

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

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

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

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

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

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

- 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
- 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

//

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

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

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

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

8
9 **XXVI. STATUS OF CONTRACTOR**

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

21
22 **XXVII. TERM**

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

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

31
32 **XXVIII. TERMINATION**

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

35 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
36 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
37 //

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
2 (30) calendar days for corrective action.

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

5 1. The loss by CONTRACTOR of legal capacity.

6 2. Cessation of services.

7 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
8 another entity without the prior written consent of COUNTY.

9 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
10 required pursuant to this Agreement.

11 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
12 this Agreement.

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

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

19 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

22
23 **XXIX. THIRD PARTY BENEFICIARY**

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

27
28 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

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

3
4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
5 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
6

7 DocuSigned by:
8 BY: Jeff Thrash DATED: 4/25/2016
9 94C5D4F5B2E54BC...

10
11 TITLE: CEO
12

13
14 BY: _____ DATED: _____
15

16
17 TITLE: _____
18

19
20 COUNTY OF ORANGE
21

22
23 BY: _____ DATED: _____
24

25 HEALTH CARE AGENCY
26

27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31
32 BY: [Signature] DATED: 4/25/16
33 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 JULY 1, 2016 THROUGH JUNE 30, 2019

I. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Indirect Costs	<u>\$ 5,700</u>	<u>5,700</u>	<u>5,700</u>	<u>17,100</u>
SUBTOTAL ADMIN COST	\$ 5,700	\$ 5,700	\$ 5,700	\$ 17,100
PROGRAM COST				
Salaries	\$ 68,635	\$ 68,635	\$ 68,635	\$205,905
Benefits	13,727	13,727	13,727	41,181
Services and Supplies	<u>17,347</u>	<u>17,347</u>	<u>17,347</u>	<u>52,041</u>
SUBTOTAL PROGRAM COST	\$ 99,709	\$ 99,709	\$ 99,709	\$299,127
TOTAL COST	\$105,409	\$105,409	\$105,409	\$316,227
REVENUE				
County Discretionary	\$ 0	\$ 0	\$ 0	\$ 0
TSR Measure H	<u>105,409</u>	<u>105,409</u>	<u>105,409</u>	<u>316,227</u>
TOTAL REVENUE	\$105,409	\$105,409	\$105,409	\$316,227
TOTAL BUDGET	\$105,409	\$105,409	\$105,409	\$316,227

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

14 18. FSP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28
29 **III. PAYMENTS**

30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$8,784
31 per month for Period One, Period Two, and Period Three. All payments are interim payments only and
32 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for
33 which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder
34 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period
35 as noted in the Referenced Contract Provisions of the Agreement and, provided further,
36 CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

37 //

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

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

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

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

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

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

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

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

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

32
33 **IV. REPORTS**

34 A. CONTRACTOR shall provide to ADMINISTRATOR, with each monthly invoice, a report
35 reflecting the total Clients receiving Representative Payee Services for each invoiced Client month, and
36 the report shall also include the number of new, continuing, and closed Clients during the month.

37 B. CONTRACTOR shall also supply, with each monthly invoice, a staffing report detailing

1 deletions or additions to the list of Representative Payees providing services under the Agreement.

2 C. CONTRACTOR shall submit any reports requested by ADMINISTRATOR concerning its
3 activities as they relate to the Agreement. CONTRACTOR will be given at least thirty (30) days notice
4 of the requirement for each report.

5 D. All records and reports submitted to ADMINISTRATOR shall become the property of
6 COUNTY.

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

9
10 **V. SERVICES**

11 A. FACILITY – CONTRACTOR shall provide services hereunder within facilities that are
12 maintained in a professional office environment at the following location, and/or any other location
13 approved, in writing, by ADMINISTRATOR:

14
15 Administrative Office
16 822 Town & Country Road
17 Orange, CA 92868
18

- 19 1. Include a space which can be used for Representative Payee Program services;
- 20 2. Have accessible parking for Clients, including spaces for persons with disabilities;
- 21 3. Be located in a location that is readily accessible by public transportation and accessible to
22 persons with disabilities;
- 23 4. Have restrooms for men and women which are accessible to persons with disabilities;
- 24 5. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject
25 to written approval by ADMINISTRATOR; and
- 26 6. Maintain a holiday schedule consistent with COUNTY’s holiday schedule. However,
27 CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

28 B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults over eighteen
29 (18) years of age referred to CONTRACTOR for Representative Payee Services by COUNTY, for
30 which CONTRACTOR is approved as Representative Payee by applicable governing agencies.
31 CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed and older
32 adults over sixty (60) years of age.

33 C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide Representative Payee
34 Services with a goal of serving an average of one hundred twenty (120) Clients per month, who are
35 referred by CONTRACTOR or COUNTY. CONTRACTOR shall provide services that include, but are
36 not limited to, the following:

37 //

- 1 1. Maintaining legal status as the Representative Payee for each Client, as authorized by the
- 2 Federal Social Security Administration;
- 3 2. Setting up an individual trust account for each Client;
- 4 3. Establishing a process for receiving all Client income, and making routine and emergency
- 5 payments on behalf of Clients, in a timely manner;
- 6 4. Providing a written procedure to each Client at the time of first meeting that clearly and
- 7 simply explains the steps required to request and make payments or receive discretionary funds from
- 8 their trust account;
- 9 5. Communicating on a regular basis with COUNTY Care Coordinators regarding the status of
- 10 Clients' linkage to Representative Payee Services;
- 11 6. Communicating with Clients, as needed, to inform them of the status of their accounts and
- 12 provide them with their discretionary funds as scheduled; and
- 13 7. Providing all reports as required by the Social Security Administration or other agencies as
- 14 necessary.

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

18 E. CONTRACTOR shall ensure that all staff completes the County's Annual Provider Training
 19 and Annual Compliance Training.

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

25 G. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.

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

27 I. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
 28 and members of the Board of Directors which will include, but not be limited to, standards related to the
 29 use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and
 30 conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the Board
 31 of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth
 32 in the Code of Conduct.

33 J. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
 34 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 35 shall maintain documents of such efforts which may include; but not be limited to: records of
 36 participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and
 37 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of

1 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
2 challenged.

3 K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
4 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
5 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
6 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
7 Agreement.

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

10
11 **VI. STAFFING**

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

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

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

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

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

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

35 G. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
36 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

37 //

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

3 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
 4 member to whom each is assigned.

5 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
 6 Token for each staff member assigned a Token.

7 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 8 conditions:

- 9 a. Token of each staff member who no longer supports the Agreement;
- 10 b. Token of each staff member who no longer requires access to IRIS;
- 11 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 12 d. Token is malfunctioning;
- 13 e. Termination of Agreement.

14 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require
 15 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

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

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

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
26			
27			
28			
29			
30 DIRECT PROGRAM			
31	1.00	1.00	1.00
32	0.50	0.50	0.50
33	1.50	1.50	1.50
34			
35	1.50	1.50	1.50
36			
37			

1 K. WORKLOAD STANDARDS – CONTRACTOR shall achieve a goal of serving an average of
2 one hundred twenty (120) Clients per month as specified in the Services Paragraph of this Exhibit A to
3 the Agreement.

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

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

10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 SOCIAL SECURITY INCOME OUTREACH SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 JULY 1, 2016 THROUGH JUNE 30, 2019

I. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
ADMINISTRATIVE COST				
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Indirect Costs	<u>23,640</u>	<u>23,640</u>	<u>23,640</u>	<u>70,920</u>
SUBTOTAL ADMIN COST	\$ 28,900	\$ 28,900	\$ 28,900	\$ 70,920
PROGRAM COST				
Salaries	\$171,308	\$171,308	\$171,308	\$513,924
Benefits	34,261	34,261	34,261	102,783
Services and Supplies	<u>54,791</u>	<u>54,791</u>	<u>54,791</u>	<u>164,373</u>
SUBTOTAL PROGRAM COST	\$260,360	\$260,360	\$260,360	\$781,080
TOTAL COST	\$284,000	\$284,000	\$284,000	\$852,000
REVENUE				
County Discretionary	<u>\$284,000</u>	<u>\$284,000</u>	<u>\$284,000</u>	<u>\$852,000</u>
TOTAL REVENUE	\$284,000	\$284,000	\$284,000	\$852,000
TOTAL BUDGET	\$284,000	\$284,000	\$284,000	\$852,000

//
//

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

14 18. FSP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28
29 **III. PAYMENTS**

30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$23,667
31 per month for Period One, Period Two, and Period Three. All payments are interim payments only and
32 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for
33 which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder
34 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period
35 as noted in the Referenced Contract Provisions of the Agreement and, provided further,
36 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

37 //

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

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

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

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

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

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

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

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

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

32
33 **IV. REPORTS**

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

36 B. FISCAL

37 //

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

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

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

24 D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to
 25 ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be
 26 received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the
 27 month/quarter being reported unless otherwise specified. Programmatic reports will include the
 28 Monthly Services Report in which service and performance measures shall be reported in five (5)
 29 categories: total number of applications submitted, number of applications approved, number of
 30 applications denied, number of applications pending, and program changes. This report shall be
 31 submitted as directed by ADMINISTRATOR by the twelfth (12th) day of the month following the
 32 month being reported.

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

37 //

1 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Reports Paragraph of this Exhibit B to the Agreement.

3
4 **V. SERVICES**

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

9
10 Administrative Office
11 788 Town & Country Road
12 Orange, CA 92868
13

14 1. The facility shall:

15 a. Include a space which can be used for the Social Security Income (SSI) Outreach Team
16 staff to meet with Clients.

17 b. Have accessible parking for Clients, including spaces for persons with disabilities.

18 c. Be located in a location that is readily accessible by public transportation and
19 accessible to persons with disabilities.

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

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

25 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to
26 seriously and persistently mentally ill adults, age eighteen (18) and older, who have been referred or
27 approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the
28 language preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who
29 are dually diagnosed or older adults (over 60 years of age).

30 C. SSI OUTREACH SERVICES – CONTRACTOR shall provide SSI outreach assistance and
31 support to mental health Clients by assisting Clients to apply for SSI Benefits and representing Clients
32 in court to appeal denials of benefits. The SSI outreach team will receive client referrals from
33 COUNTY operated and contracted clinic programs, the homeless Multi-Service Center, and designated
34 hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting
35 documentation. The SSI Outreach Team will be responsible to be knowledgeable of the current and
36 pending requirements for the SSI application and approval process at all times. In-service educational
37 //

1 meetings for COUNTY and contracted program staff will be held to educate them regarding the
2 eligibility requirements and the application process.

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

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

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

13 3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws
14 governing these records.

15 E. CONTRACTOR shall conduct Supervisory Reviews at a minimum of once per month in
16 accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all file
17 documentation complies with all federal, state and local guidelines and standards for a Representative
18 Payee. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate
19 timelines.

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

- 24 1. SSI Application and Approval Process
- 25 2. Quality Management/Performance Outcomes
- 26 3. Personnel/In-service Training
- 27 4. Code of Conduct/Compliance
- 28 5. Mandated Reporting

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

- 31 1. Orientation to the program’s goals, P&Ps
- 32 2. Training on subjects as required by state regulations
- 33 3. SSI application and approval process

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

1 I. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
2 statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available,
3 and if applicable.

4 J. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the
5 MORS.

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

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

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

14 L. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
15 service provided under this Agreement to individuals who are covered by Medi-Cal and have not
16 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
17 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
18 Agreement.

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

24 N. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

25 1. Case conferences, as requested by ADMINISTRATOR.

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

30 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY.

31 O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
32 conduct research activity on COUNTY clients without obtaining prior written authorization from
33 ADMINISTRATOR.

34 P. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
35 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities
36 are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possess the
37 //

1 qualifications and capacity to perform all delegated responsibilities, including but not limited to the
2 following:

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

14 Q. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
15 ensure compliance with workload standards and productivity.

16 R. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance
17 with HCA P&Ps and Medi-Cal documentation requirements.

18 S. ADMINISTRATOR shall review and approve all Admissions, discharges from the program and
19 extended stays in the program.

20 T. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

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

22 V. ADMINISTRATOR shall provide a written copy of all assessments completed on clients
23 referred for Admission to CONTRACTOR.

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

27 X. PERFORMANCE OUTCOMES

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

30 Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
31 Services Paragraph of this Exhibit B to the Agreement.

32
33 **VI. STAFFING**

34 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
35 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
36 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
37 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless

1 ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
2 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
3 and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

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

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

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

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

20 G. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
21 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

24 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
25 member to whom each is assigned.

26 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
27 Token for each staff member assigned a Token.

28 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
29 conditions:

- 30 a. Token of each staff member who no longer supports the Agreement;
- 31 b. Token of each staff member who no longer requires access to IRIS;
- 32 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 33 d. Token is malfunctioning;
- 34 e. Termination of Agreement.

35 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require
36 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

37 //

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

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

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

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>
ADMINISTRATION	<u>ONE FTEs</u>	<u>TWO FTEs</u>	<u>THREE FTEs</u>
DIRECT PROGRAM			
Program Director	1.00	1.00	1.00
SSI Outreach Specialist	2.75	2.75	2.75
Program Assistant	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
TOTAL PROGRAM FTEs	4.25	4.25	4.25
TOTAL CONTRACT FTEs	4.25	4.25	4.25

K. WORKLOAD STANDARDS – CONTRACTOR shall achieve a minimum of ninety percent (90%) approval rate for SSI Outreach Services as specified in the Services Paragraph of this Exhibit B to the Agreement.

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

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

//
//
//
//
//
//
//

1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE AND
4 SOCIAL SECURITY INCOME OUTREACH SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
9 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
10 JULY 1, 2016 THROUGH JUNE 30, 2019

11
12 **I. BUSINESS ASSOCIATE CONTRACT**

13 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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.

37 //

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

9 a. Employee Training. All workforce members who assist in the performance of 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.

37 //

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

37 //

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

3 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to 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 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

1 EXHIBIT D
2 TO AGREEMENT FOR PROVISION OF
3 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE AND
4 SOCIAL SECURITY INCOME OUTREACH SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
9 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
10 JULY 1, 2016 THROUGH JUNE 30, 2019

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

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

15 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 with respect to health care providers participating in the program, and statutes or regulations that require
2 the production of information, including statutes or regulations that require such information if payment
3 is sought under a government program providing public benefits.

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

35 //
36 //
37 //