

1 ~~AGREEMENT~~ FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
 2 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 3 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ~~«UC_NAME» «UC_DBA»~~
 8 IRENE CHVILICEK DBA LEISURE TOWER II
 9 JULY 1, 2014 THROUGH JUNE 30, 2017

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

15 THIS FIRST AMENDMENT TO AGREEMENT entered into this 24th day of May 2016, is by and
 16 between the COUNTY OF ORANGE (COUNTY) and NELSON PEREZ DBA LEISURE TOWER II, a
 17 California sole proprietorship (CONTRACTOR), whereby the COUNTY and CONTRACTOR agree to
 18 amend certain Agreement for the provision of Mental Health Residential and Mental Health Enhanced
 19 Residential Rehabilitation Services.

20
 21 **W I T N E S S E T H:**

22
 23 ~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health~~
 24 ~~Residential Rehabilitation and Mental Health Enhanced Residential Rehabilitation Services described~~
 25 ~~herein to the residents of Orange County; and~~

26 ~~WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and~~
 27 ~~conditions hereinafter set forth:~~

28 ~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

29 WHEREAS, COUNTY and IRENE CHVILICEK DBA LEISURE TOWER II, a California sole
 30 proprietorship, entered into a certain Agreement for Provision of Mental Health Residential and Mental
 31 Health Enhanced Residential Rehabilitation Services for the period of July 1, 2014 through June 30,
 32 2017 (AGREEMENT):

33
 34 WHEREAS, IRENE CHVILICEK, as the sole proprietor of LEISURE TOWER II, died on
 35 August 9, 2015;

36 //
 37 //

1 WHEREAS, PEGGY SWETLAND, as the successor in interest of IRENE CHVILICEK, transferred
2 the ownership of LEISURE TOWER II in its entirety, including the interest in the AGREEMENT, via a
3 Gift Agreement to NELSON PEREZ on September 14, 2015;

4
5 WHEREAS, the ownership transfer to NELSON PEREZ relieved IRENE CHVILICEK and her
6 successor in interests and heirs from performing her obligations under the AGREEMENT;

7
8 WHEREAS, NELSON PEREZ is the new owner and authorized agent of LEISURE TOWER II as
9 of September 14, 2015;

10
11 WHEREAS, pursuant to Paragraph VII of the AGREEMENT, the sale or transfer of more than ten
12 percent (10%) of the assets of LEISURE TOWER II constitutes an assignment, thereby requiring the
13 written consent of COUNTY;

14
15 WHEREAS, NELSON PEREZ, as the new owner and authorized agent of LEISURE TOWER II, is
16 now obligated to comply with all the terms and conditions of the AGREEMENT, for the entire term of
17 the AGREEMENT; and

18
19 WHEREAS, NELSON PEREZ, as the new owner and authorized agent of LEISURE TOWER II, is
20 agreeable to the rendering of such services on the terms and conditions set forth in the AGREEMENT,
21 attached hereto as Attachment A and incorporated herein by reference;

22
23 NOW, THEREFORE, the parties hereto mutually agree as follows:

24
25 The COUNTY and NELSON PEREZ, as the new owner and authorized agent of LEISURE
26 TOWER II, are in concurrence with the above recitals.

27
28 On the basis of the recitals set forth above, COUNTY hereby grants its written consent pursuant to
29 Paragraph VII of the AGREEMENT.

30
31 The AGREEMENT is amended by substituting the name “NELSON PEREZ DBA LEISURE
32 TOWER II” for the name “IRENE CHVILICEK DBA LEISURE TOWER II,” effective September 14,
33 2015.

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2014 through June 30, 2017

Period One means the period from July 1, 2014 through June 30, 2015

Period Two means the period from July 1, 2015 through June 30, 2016

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

Aggregate Maximum Obligation:

	<u>Residential Rehabilitation Services</u>	<u>Enhanced Residential Rehabilitation Services</u>	<u>Total</u>
Period One Maximum Obligation:	\$ 933,597	\$312,075	\$1,245,672
Period Two Maximum Obligation:	933,597	312,075	1,245,672
Period Three Maximum Obligation:	<u>933,597</u>	<u>312,075</u>	<u>1,245,672</u>
GRAND TOTAL AGGREGATE			
MAXIMUM OBLIGATION:	\$2,800,791	\$936,225	\$3,737,016

Basis for Reimbursement: Negotiated Rate

Payment Method: Negotiated Rate

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «LC_NAME» «LC_DBA»
«ADDRESS»
«CITYSTATEZIPCODE»
«CONTACT_PERSON»
«CONTACT_EMAIL»

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I. ACRONYMS

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

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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. The HITECH Act	The Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. USC	United States Code
21	BA. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of 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
16 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
17 Compliance 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. ADMINISTRATOR's
21 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct
22 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
23 shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the
24 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

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

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

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

1 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
2 List and/or any other as identified by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33
 34 **V. CONFIDENTIALITY**

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

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

8 9 **VI. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

16
17 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

37 //

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.

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, including
 9 freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets.
 10 Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes,
 11 and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not
 12 limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
 13 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated
 14 according to GAAP.

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

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

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

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

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

37 //

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 any
 3 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
 4 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.

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

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

14 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

37 //

1 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
2 Agreement, COUNTY may terminate this Agreement.

3 E. QUALIFIED INSURER

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

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

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

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

33 G. REQUIRED COVERAGE FORMS

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

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

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

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

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

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

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

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

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

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

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

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

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

34 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- 36 a. Prior to the start date of this Agreement.
37 b. No later than the expiration date for each policy.

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

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

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

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

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

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

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

21 22 **XII. INSPECTIONS AND AUDITS**

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

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

37 //

1 C. AUDIT RESPONSE

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

7 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
8 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
9 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
10 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
11 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
12 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
13 reimbursement due COUNTY.

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

17 E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
18 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
19 ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

24
25 **XIII. LICENSES AND LAWS**

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

34 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

37 //

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

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

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

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

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

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

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

- 22 1. ARRA of 2009.
- 23 2. State of California, Department of Social Services, Community Care Licensing Division
24 requirements for Group Homes.
- 25 3. 42 USC §§ 3601-3619, the Fair Housing Act.
- 26 4. U.S. Department of Housing and Urban Development.
- 27 5. WIC, Divisions 5, 6 and 9.
- 28 6. State of HSC, §§1250 et seq.
- 29 7. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 30 8. CCR, Title 9, Title 17, and Title 22.
- 31 9. CFR, Title 42 and Title 45.
- 32 10. USC Title 42.
- 33 11. Federal Social Security Act, Title XVIII and Title XIX.
- 34 12. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 35 13. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 36 14. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 37 15. 31 USC 7501.70, Federal Single Audit Act of 1984.

- 1 16. Policies and procedures set forth in Mental Health Services Act.
- 2 17. Policies and procedures set forth in DHCS Letters.
- 3 18. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 4 19. OMB Circulars A-87, A-89, A-110, A-122.

6 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

28 **XV. MAXIMUM OBLIGATION**

29 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
30 agreements for Mental Health Residential Rehabilitation Services during Period One, Period Two, and
31 Period Three are as specified in the Referenced Contract Provisions of this Agreement. This specific
32 Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum
33 Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will
34 be only a fraction of these Aggregate Maximum Obligations.

35 //
36 //
37 //

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of

1 Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 2 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 3 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 4 limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

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

7 **XVII. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

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

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

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

25 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
26 ADMINISTRATOR.
27

28 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

3 | 2. WRITTEN NOTIFICATION

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

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

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

15 |
16 | **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

24 |
25 | **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 | //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 L. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
36 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
37 //

1 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
2 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

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

11 **XXI. RESEARCH AND PUBLICATION**

12 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
13 result of this Agreement for the purpose of personal publication.
14

15 **XXII. REVENUE**

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

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

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

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

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1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

3 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
4 services.

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

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

11 8. Severance pay for separating employees.

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

14 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

30 **XXVI. STATUS OF CONTRACTOR**

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

1 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 2 subcontractors as they relate to the services to be provided during the course and scope of their
 3 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 4 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
 5 to be COUNTY's employees.

7 **XXVII. TERM**

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

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

18 **XXVIII. TERMINATION**

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

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

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

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

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

5 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
3 arising out of such cancellation of commitment which shall be subject to written approval of
4 ADMINISTRATOR.

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

7
8 **XXIX. THIRD PARTY BENEFICIARY**

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

12
13 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 «UC_NAME» «UC_DBA»

5
6 BY: _____ DATED: _____

7
8
9 TITLE: _____

10
11 BY: _____ DATED: _____

12
13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29
30 BY: _____ DATED: _____

31 DEPUTY

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»

9
10 JULY 1, 2014 THROUGH JUNE 30, 2017

11
12 **IDENTIFICATION OF SERVICES**

13 CONTRACTOR agrees to provide the following Mental Health Rehabilitation Services, hereunder
 14 marked with an X, pursuant to the terms and conditions specified in the Agreement for the provision of
 15 such services by and between COUNTY and CONTRACTOR dated July 1, 2014 as hereinafter indicated.
 16 CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided
 17 by CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2014 THROUGH JUNE 30, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting
 32 outcomes data for Consumers enrolled in the FSP Programs.

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

35 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 36 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 37 working on strategies for gathering new data from the Consumers' perspective which will improve

1 understanding of Consumers' needs and desires towards furthering their Recovery. This individual will
 2 provide feedback to the program and work collaboratively with the employment specialist, education
 3 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
 4 areas. This position will be responsible for attending all data and outcome related meetings and ensuring
 5 that program is being proactive in all data collection requirements and changes at the local and state
 6 level.

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

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

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

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

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

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

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

31 18. FSP

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

1 therapist, clinical social worker, peer specialist, and family members. The ideal Consumer to staff ratio
 2 will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense
 3 service delivery. Services will include, but not be limited to, the following:

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

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

26 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
 27 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and
 28 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal
 29 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome
 30 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased
 31 employment opportunities and retention, linkage to medical providers, etc.) and become more
 32 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence by
 33 progressing to lower level of care or out of the "intensive case management need" category.
 34 expenditures that are individualized and appropriate to support Consumer's mental health treatment
 35 activities.

36 19. Housing Specialist means a specialized position dedicated to developing the full array of
 37 housing options for their program and monitoring their suitability for the population served in

1 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 2 individual is also responsible for assisting Consumers with applications to low income housing, housing
 3 subsidies, senior housing, etc.

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

10 21. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and
 11 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
 12 services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 39. PHI means individually identifiable health information usually transmitted by electronic
37 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,

1 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
 2 to the past, present, or future physical or mental health or condition of an individual, provision of health
 3 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

36 48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
 37 to review one percent (1%) of all "high-risk" Medi-Cal Consumers to monitor and evaluate the quality

1 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 2 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
 3 clinical care of the cases.

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

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

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

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

13 d. Community: Relationships and social networks that provide support, friendship, love,
 14 and hope.

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

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

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

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

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

34 55. Vocational/Educational Specialist means a person who provides services that range from
 35 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
 36 Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
 37 on one" vocational counseling and support to Consumers to ensure that their needs and goals are being

1 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide them
2 with the knowledge and resources to achieve the highest level of vocational functioning possible.

3 56. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique
4 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
5 and quality of life.

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

8 9 **II. PAYMENTS**

10 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
11 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$15.00
12 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to
13 CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services are
14 reimbursable in accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the
15 Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum
16 Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement.

17 B. In the event that reimbursement for prior month bed days is deemed unreimbursable in
18 accordance with Subparagraph B.2. of the Services Paragraph of this Exhibit B to the Agreement,
19 CONTRACTOR shall, upon written notification by ADMINISTRATOR, submit a reimbursement check
20 to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future
21 monthly invoices should CONTRACTOR not submit the requested reimbursement check.

22 C. All revenue received on behalf of persons receiving services under the Agreement shall be used
23 by CONTRACTOR for the provision of additional services for Consumers serviced under the
24 Agreement.

25 D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved
26 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is
27 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices
28 received after the due date may not be paid within the same month. Payments to CONTRACTOR should
29 be released by COUNTY no later than twenty-one (21) days after receipt of the correctly completed
30 invoice.

31 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
32 with any provision of the Agreement.

33 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
34 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
35 specifically agreed upon in a subsequent Agreement.

36 G. Catalog of Federal Domestic Assistance (CFDA) Information

37 //

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

3
4 CFDA No.: 93.958
5 Program Title: SAMHSA
6 Federal Agency: Department of HHS
7 Award Name: Substance Abuse and Mental Health Services
8

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

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

14 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Payments Paragraph of this Exhibit B to the Agreement.

16
17 **III. REPORTS**

18 A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall
19 report the number of filled bed days and number of vacant bed days. Report shall be in a form
20 acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the
21 month in which services were rendered.

22 B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine
23 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the
24 nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.

25 C. CONTRACTOR shall cooperate in data collection for performance outcome measures or other
26 data deemed necessary by the Administrator.

27 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
28 Reports Paragraph of this Exhibit B to the Agreement.

29
30 **IV. SERVICES**

31 **A. FACILITY REQUIRMENTS**

32 1. CONTRACTOR shall provide, within a licensed Community Care facility,
33 «NUMBER_OF_BEDS_B» beds dedicated only for the care of those Consumers referred by COUNTY.
34 Such beds shall be located at the following address(es), or any other licensed Community Care
35 facility(ies) approved in writing by ADMINISTRATOR.

36 //
37 //

1 «TREATMENT_ADDR_B1» «TREATMENT_ADDR_B2»
2 «TREATMENT_CSZ_B1» «TREATMENT_CSZ_B2»
3

4 2. CONTRACTOR's facility shall include the following:
5 a. Private or semi-private bedrooms for each Consumer;
6 b. Kitchen area including refrigerator, stove, and sink;
7 c. Dining area; and
8 d. Central living area or group room with an appropriate capacity for group meetings,
9 activities or visitors.

10 3. CONTRACTOR's facility should be located where it is readily accessible by public
11 transportation.

12 B. LENGTH OF STAY

13 1. Consumer length of stay at a residential rehabilitation facility shall not exceed eighteen (18)
14 months without prior authorization from ADMINISTRATOR. CONTRACTOR shall complete
15 individual evaluations for each Consumer placed at their facility to determine the appropriate length of
16 stay in the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay
17 must have prior approval from ADMINISTRATOR. Upon Admission, Consumers shall be required to
18 sign an agreement acknowledging their understanding that the length of stay in the program is limited to
19 eighteen (18) months, unless otherwise approved by ADMINISTRATOR.

20 2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the
21 Consumer no longer meets eligibility criteria and should be discharged from the program, then written
22 notice shall be provided to CONTRACTOR from ADMINISTRATOR indicating that the Consumer no
23 longer meets eligibility criteria and should be discharged from the program. CONTRACTOR will not
24 be required to displace the Consumer, but COUNTY shall not reimburse CONTRACTOR for a
25 Consumer that no longer meets eligibility criteria. All requests to extend a Consumer's length of stay
26 shall be submitted to ADMINISTRATOR prior to the planned discharge date on file.
27 ADMINISTRATOR shall have final discretion based on the information provided to determine
28 Consumers' continued placement.

29 3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all
30 Admissions shall result from referrals from COUNTY. The discharge policy shall include eligibility for
31 the Consumer's continued participation in the program which shall be evaluated by CONTRACTOR and
32 the assigned Care Coordinator. Each Consumer's discharge plan will detail the Consumer's anticipated
33 length of stay in the facility and any modifications to a Consumer's continued stay in the facility will
34 require authorization from COUNTY.

35 4. CONTRACTOR shall begin discharge planning upon Consumer Admission to the program.

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37 //

1 5. CONTRACTOR and COUNTY shall communicate and coordinate any action which
 2 impacts a Consumer's continued eligibility for program services and which might otherwise result in
 3 discharge from the program.

4 6. In the event a Consumer becomes hospitalized, for either psychiatric or physical reasons, or
 5 becomes Absent Without Leave (AWOL), and it is believed that the Consumer will return to the
 6 program within seven (7) calendar days and continue to benefit from services, then CONTRACTOR
 7 shall hold that bed for the Consumer and continue to be paid the bed day rate identified in the Payments
 8 Paragraph of this Exhibit to the Agreement. The determination for a bed hold shall be on an individual
 9 basis and in collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar
 10 days shall require written approval, in advance, by ADMINISTRATOR.

11 C. SERVICES

12 1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per
 13 week with an emphasis on Consumer-centered rehabilitative Mental Health Services.
 14 ADMINISTRATOR will develop the Treatment Plan which include goals identified by the Consumers
 15 and the steps the Consumers need to take in order to reach those goals. CONTRACTOR shall assist
 16 Consumers to move along the housing continuum. Consumer length of stay should not exceed eighteen
 17 (18) months. CONTRACTOR's services shall include, but not be limited to, the following:

18 a. All basic services required of a Community Care facility licensed by the State
 19 Department of Social Services as set forth in Title 22 of the CCR, including twenty-four (24) hour
 20 supervision of Consumers, as applicable.

21 b. Behavior management services and social skills training to improve Consumers'
 22 interpersonal relationships.

23 c. Independent living skills training daily to facilitate the Consumers' transition to a more
 24 independent living arrangement including, but not limited to, training in use of public transportation,
 25 grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing
 26 money, use of community resources and management of leisure time.

27 d. Vocational and pre-vocational activities that will help Consumers develop self-
 28 confidence and work related skills in order to increase Consumers' chances of obtaining paid
 29 employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary
 30 employment, participation in an employment skills training program, volunteer work, and full or part-
 31 time employment.

32 e. A daily physical activity or exercise program designed to enhance the physical
 33 well-being of Consumers.

34 f. Enhance Consumers' use of community resources by providing both individual and
 35 small group recreational outings at a minimum of once per week.

36 g. Establishing positive working relationships with Consumers, their families, friends, and
 37 Care Coordinators to plan and implement Consumer driven goals.

1 h. Transportation of Consumers to essential appointments.

2 i. Assisting and teaching ADL activities to Consumers that may include, but not be
3 limited to, eating appropriately, bathing, changing clothing, and wearing clothing appropriate to the
4 weather, so they may employ these activities independently without assistance.

5 2. CONTRACTOR shall provide Medication Support Services which shall include, but not be
6 limited to, the following:

7 a. Encouraging Consumers to take their medication, including assisting them in
8 understanding directions for their use, dosages, recognizing the side effects, and discussing medication
9 issues with their prescribing physician.

10 b. Determining the specific signs of decompensation for each of the Consumers and
11 implementing appropriate corrective action, including assisting Consumers to recognize their own
12 negative signs and symptoms and the proper steps to take.

13 c. Monitoring and encouraging Consumer medication compliance and working
14 cooperatively and effectively with the Consumers' prescribing physician.

15 d. Providing staff training in effects and side effects of psychotropic medications,
16 psychiatric diagnoses, and responding to psychiatric emergencies.

17 3. CONTRACTOR shall teach each Consumer the skills to manage psychiatric behaviors that
18 interfere with their ability to remain in the community. CONTRACTOR shall document Consumer
19 progress in the MTB and provide special recognition for Consumers functioning at advanced levels.
20 CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted behaviors
21 and shall provide tobacco cessation programs as available through COUNTY or other sources.

22 4. CONTRACTOR shall, within three (3) days of a request by COUNTY, submit to
23 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for
24 Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR
25 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.
26 CONTRACTOR shall be required to provide up to twenty percent (20%) of its total bed capacity for
27 Consumers with such Restricted Medical Conditions.

28 5. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains
29 to the following:

30 a. Maintaining Consumer records, including documentation of Tuberculosis clearance.

31 b. Providing secure storage of Consumers' valuables, including medications.

32 1) Medication shall be kept in a safe and locked place that is not accessible to persons
33 other than employees responsible for the supervision of centrally stored medications.

34 2) Each Consumer's medication shall be stored in its originally received container. No
35 medications shall be transferred between containers.

36 c. Maintaining a record of daily occupancy.

37 d. Protecting Consumers' rights to privacy and confidentiality.

1 e. Providing basic life support and other services, including nutritional foods and support
2 services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for
3 emergency and non-emergency medical services.

4 6. CONTRACTOR shall maintain and ensure that Consumers are made aware of house rules,
5 Consumer rights, and policies regarding Consumer fees.

6 7. CONTRACTOR shall assist the Consumers in establishing and maintaining a Consumer
7 oriented facility council in accordance with CCR, Title 22, Division 6. The Consumer-run council
8 provides opportunity for Consumer input into the operations of the facility including, but not limited to,
9 activities, house rules, and resolution of disputes/disagreements.

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

15 E. PERFORMANCE OUTCOMES – CONTRACTOR will enable Consumers to adaptively
16 function at a higher and more appropriate level of independence.

17 1. Eighty percent (80%) of Consumers residing in residential rehabilitation supportive housing
18 will remain out of psychiatric hospitals or long term care facilities for a minimum of six (6) months.

19 2. Sixty percent (60%) of discharging Consumers will be discharged to a lower level of care.

20 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include
21 the following information: number of Consumers placed, date of placement for each Consumer, number
22 of hospitalizations for each Consumer, number of discharges to a lower level of care for each Consumer,
23 and length of stay in the program for each Consumer.

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

26 **V. STAFFING**

27 CONTRACTOR shall provide staffing patterns and policies that accommodate the following
28 requirements:

29 A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.C.
30 of this Exhibit B to the Agreement, including staffing requirements for supportive services provided
31 directly by the program.

32 B. If applicable, provisions for twenty-four (24)-hour on-site management of the facility, including
33 night supervision in accordance with the CCR, Title 22, Division 6.

34 C. A written Code of Conduct for employees, volunteers, interns and Board of Directors which
35 shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Consumer
36 relationships; prohibition of sexual conduct with Consumers; and conflict of interest. A copy of the
37

1 Code of Conduct shall be provided to each Consumer upon Admission and shall be posted in writing in
2 a prominent place in the treatment facility.

3 D. Documentation of employment qualifications and job descriptions which include duties and
4 responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff
5 position.

6 E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of
7 increasing familiarity with COUNTY guidelines and providing more effective services.

8 F. A written policy for the use of volunteers and part-time student interns which may augment paid
9 staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health
10 care or mental health discipline or a related field.

11 G. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the
12 persons who provide services under the Agreement. This list shall state the name, title, professional
13 degree, license number (if applicable) and job description.

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

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

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1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2014 THROUGH JUNE 30, 2017
 10

11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 13. Data Collection System means software designed for collection, tracking and reporting
 32 outcomes data for Consumers enrolled in the FSP Programs.

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

35 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 36 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 37 working on strategies for gathering new data from the Consumers' perspective which will improve

1 understanding of Consumers' needs and desires towards furthering their Recovery. This individual will
 2 provide feedback to the program and work collaboratively with the employment specialist, education
 3 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
 4 areas. This position will be responsible for attending all data and outcome related meetings and ensuring
 5 that program is being proactive in all data collection requirements and changes at the local and state
 6 level.

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

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

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

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

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

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

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

31 18. FSP

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

1 therapist, clinical social worker, peer specialist, and family members. The ideal Consumer to staff ratio
 2 will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense
 3 service delivery. Services will include, but not be limited to, the following:

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

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

26 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
 27 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and
 28 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal
 29 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome
 30 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased
 31 employment opportunities and retention, linkage to medical providers, etc.) and become more
 32 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence by
 33 progressing to lower level of care or out of the "intensive case management need" category.
 34 expenditures that are individualized and appropriate to support Consumer's mental health treatment
 35 activities.

36 19. Housing Specialist means a specialized position dedicated to developing the full array of
 37 housing options for their program and monitoring their suitability for the population served in

1 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 2 individual is also responsible for assisting Consumers with applications to low income housing, housing
 3 subsidies, senior housing, etc.

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

10 21. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and
 11 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
 12 services.

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

36 39. PHI means individually identifiable health information usually transmitted by electronic
37 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,

1 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
 2 to the past, present, or future physical or mental health or condition of an individual, provision of health
 3 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

36 48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
 37 to review one percent (1%) of all "high-risk" Medi-Cal Consumers to monitor and evaluate the quality

1 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 2 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
 3 clinical care of the cases.

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

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

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

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

13 d. Community: Relationships and social networks that provide support, friendship, love,
 14 and hope.

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

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

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

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

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

34 55. Vocational/Educational Specialist means a person who provides services that range from
 35 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
 36 Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
 37 on one" vocational counseling and support to Consumers to ensure that their needs and goals are being

1 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide
2 them with the knowledge and resources to achieve the highest level of vocational functioning possible.

3 56. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique
4 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
5 and quality of life.

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

8 9 **II. PAYMENTS**

10 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
11 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$45.00
12 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to
13 CONTRACTOR and other providers of Mental Health Enhanced Residential Rehabilitation Services are
14 reimbursable in accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the
15 Agreement, and/or as directed by ADMINISTRATOR, and shall not exceed the Aggregate Maximum
16 Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement.

17 B. In the event that reimbursement for prior month bed days is deemed unreimbursable in
18 accordance with Subparagraph C.2. of the Services Paragraph of this Exhibit C to the Agreement,
19 CONTRACTOR shall, upon written notification by ADMINISTRATOR, submit a reimbursement check
20 to COUNTY within thirty (30) calendar days. ADMINISTRATOR may withhold payment of future
21 monthly invoices should CONTRACTOR not submit the requested reimbursement check.

22 C. All revenue received on behalf of persons receiving services under the Agreement shall be used
23 by CONTRACTOR for the provision of additional services for Consumers serviced under the
24 Agreement.

25 D. INVOICES – CONTRACTOR's invoice shall be made on a properly completed form approved
26 or supplied by ADMINISTRATOR. CONTRACTOR's invoice shall include such information as is
27 required by ADMINISTRATOR. All invoices are due on the tenth (10th) day of each month. Invoices
28 received after the due date may not be paid within the same month. Payments to CONTRACTOR should
29 be released by COUNTY no later than twenty-one (21) days after receipt of the correctly completed
30 invoice.

31 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
32 with any provision of the Agreement.

33 F. CONTRACTOR may not claim reimbursement for services provided beyond the expiration
34 and/or termination of the Agreement.

35 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
36 Payments Paragraph of this Exhibit C to the Agreement.

37 //

III. REPORTS

A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days and number of vacant bed days. The report shall be in a form acceptable to ADMINISTRATOR and shall be received no later than twenty (20) days following the month in which services were rendered.

B. CONTRACTOR shall submit a monthly program report, no later than twenty (20) days following the month in which services were rendered, to ADMINISTRATOR which shall report the number and names of groups provided and the attendance of each of the groups.

C. CONTRACTOR shall submit to ADMINISTRATOR a calendar of events occurring at the program for the upcoming month no later than seven (7) days prior to the beginning of that month.

D. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) days for CONTRACTOR to respond.

E. CONTRACTOR shall cooperate in data collection for performance outcome measures or other data deemed necessary by the ADMINISTRATOR.

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

IV. SERVICES

A. FACILITY REQUIREMENTS

1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER_OF_BEDS_C» beds dedicated to Consumers referred by ADMINISTRATOR and enrolled in the Mental Health Enhanced Recovery FSP approved by COUNTY. Such beds shall be located at the following address or any other licensed Community Care facility approved in writing by ADMINISTRATOR.

«TREATMENT_ADDR_C»

«TREATMENT_CSZ_C»

- 2. CONTRACTOR's facility shall include the following:
 - a. Private or semi-private bedrooms for each Consumer
 - b. Kitchen area including refrigerator, stove, and sink
 - c. Dining area
 - d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors.
 - e. An outdoor, Consumer recreation area.

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1 3. CONTRACTOR's facility should be located where it is readily accessible by public
2 transportation.

3 B. PERSONS TO BE SERVED – Adults ages 18-59 who have a serious and persistent mental
4 illness and/or co-occurring disorder, and who may be on or Lanterman-Petris Short conservatorship and
5 are currently in or being discharged from an Institution for Mental Disease, psychiatric hospital, or Long
6 Term Care facility. . These are individuals who have a history of failed placements due to their illness
7 and may need additional individualized support to remain in the community.

8 C. LENGTH OF STAY

9 1. Consumer length of stay at a residential rehabilitation facility shall not exceed eighteen (18)
10 months without prior written authorization from ADMINISTRATOR. CONTRACTOR shall complete
11 individual evaluations for each Consumer placed at their facility and collaborate with the Clinical
12 Administrator and PSCs from the Enhanced Recovery FSP to determine the appropriate length of stay in
13 the program. Authorization for an ongoing stay and exceptions to the agreed upon length of stay must
14 have prior written approval from ADMINISTRATOR. Upon admission, Consumers shall be required to
15 sign an agreement acknowledging their understanding that the length of stay in the program is limited to
16 eighteen (18) months, unless otherwise approved by ADMINISTRATOR.

17 2. If, based on CONTRACTOR's evaluation, ADMINISTRATOR determines that the
18 Consumer no longer meets eligibility criteria and should be discharged from the program, then written
19 notice shall be provided to CONTRACTOR from ADMINISTRATOR indicating that the Consumer no
20 longer meets eligibility criteria and should be discharged from the program. CONTRACTOR will not
21 be required to displace the Consumer, but COUNTY shall not reimburse CONTRACTOR for a
22 Consumer that no longer meets eligibility criteria. All requests to extend a Consumer's length of stay
23 shall be submitted to ADMINISTRATOR prior to the planned discharge date on file.
24 ADMINISTRATOR shall have final discretion based on the information provided to determine
25 Consumers' continued placement.

26 3. CONTRACTOR shall establish an Admission and discharge policy which shall state that all
27 Admissions shall result from referrals from ADMINISTRATOR. The discharge policy shall include
28 eligibility for the Consumer's continued participation in the program which shall be evaluated by
29 CONTRACTOR and the assigned PSC or Care Coordinator. Each Consumer's discharge plan will
30 detail the Consumer's anticipated length of stay in the facility and any modifications to a Consumer's
31 continued stay in the facility will require authorization from ADMINISTRATOR.

32 4. CONTRACTOR shall begin discharge planning upon Consumer Admission to the program.

33 5. In the event a Consumer becomes hospitalized, for either psychiatric or physical reasons, or
34 becomes Absent Without Leave (AWOL), and it is believed that the Consumer will return to the
35 program within seven (7) calendar days and continue to benefit from services, then CONTRACTOR
36 shall hold that bed for the Consumer and continue to be paid the bed day rate identified in the Payments
37 Paragraph of this Exhibit to the Agreement. The determination for a bed hold shall be on an individual

1 basis and in collaboration with ADMINISTRATOR. Bed holds extending beyond seven (7) calendar
2 days shall require written approval, in advance, by ADMINISTRATOR.

3 6. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action
4 which impacts a Consumer's continued eligibility for program services and which might otherwise result
5 in discharge from the program.

6 D. SERVICES

7 1. CONTRACTOR shall provide an Enhanced Residential Rehabilitation Program seven (7)
8 days per week. CONTRACTOR shall begin discharge planning in collaboration with Enhanced
9 Recovery FSP staff, upon Consumer Admission to program. CONTRACTOR shall participate in the
10 development and implementation of the Consumers' Treatment Plan and shall collaborate with the
11 Enhanced Recovery FSP staff. CONTRACTOR's services shall include, but not be limited to, the
12 following:

13 a. All basic services required of a Community Care facility licensed by the State
14 Department of Social Services as set forth in Title 22 of CCR, including twenty-four (24) hour
15 supervision of Consumers, as applicable.

16 b. A supportive home environment with an emphasis on Consumer-centered recovery and
17 shall include Consumer involvement in the planning and preparation of activities.

18 c. CONTRACTOR, in collaboration with FSP staff, shall develop tailored interventions in
19 regards to behaviors which may have affected previous placement so that Consumer may be successful
20 in the community.

21 d. Daytime, evening, and weekend activities which may require staff to work with the
22 Consumer more exclusively and shall include, but not be limited to:

23 1) Daily community meetings which shall include Consumers and staff for the
24 purposes of discussing and facilitating Consumer participation in daily activities; facilitating Consumer
25 involvement and feedback related to the program milieu and developing meaningful relationships
26 between staff and Consumers.

27 2) Daily independent living skills training to facilitate the Consumers' transition to a
28 more independent living arrangement including, but not limited to, training in use of public
29 transportation, grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases,
30 managing money, meal preparation, use of community resources and management of leisure time.

31 3) Vocational and pre-vocational activities that will help Consumers develop
32 self-confidence and work related skills in order to increase Consumers' chances of obtaining paid
33 employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary
34 employment, volunteer work, and full-time employment. These activities may be in collaboration with
35 the Enhanced Recovery FSP and/or ADMINISTRATOR.

36 4) A daily physical activity or exercise program designed to enhance the physical
37 well-being of Consumers.

1 5) Enhance Consumers' use of community resources by providing both individual and
2 small group recreational outings.

3 e. Transportation of Consumers to essential appointments.

4 2. CONTRACTOR shall collaborate with the Enhanced Recovery FSP in developing group
5 and activity calendars so that both the CONTRACTOR and the Enhanced Recovery FSP provide groups
6 and activities in areas that reinforce and support the services being provided at both locations.

7 3. CONTRACTOR shall provide Medication Support Services which shall include, but not be
8 limited to, the following:

9 a. Encouraging Consumers to take their medication and helping Consumers recognize the
10 side effects of these medications.

11 b. Teaching Consumers skills to manage psychiatric behaviors that interfere with their
12 ability to remain in the community.

13 c. Determining the specific signs of decompensation for each of the Consumers and
14 implementing appropriate corrective action.

15 d. Monitoring and encouraging Consumer medication compliance and working
16 cooperatively and effectively with the Consumers' prescribing physician.

17 e. Providing staff training in the effects and side effects of psychotropic medications.

18 4. TOKEN PROGRAM

19 a. CONTRACTOR shall use a basic token economy program that identifies and rewards
20 targeted behaviors and skills as appropriate for each Consumer.

21 b. CONTRACTOR shall document Consumer progress in the MTP and provide special
22 recognition for Consumers functioning at advanced levels.

23 c. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for
24 targeted behaviors.

25 5. HOUSING SUPPORT

26 a. CONTRACTOR shall work in conjunction with the Enhanced Recovery FSP, the
27 Consumers, and the COUNTY to support the Consumers' milestones, goals, and movement along the
28 housing continuum.

29 6. CONTRACTOR shall, within three (3) days of a request by ADMINISTRATOR, submit to
30 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for
31 Restricted Medical Conditions as required by the CCR, Title 22, Division 6, Article 8. CONTRACTOR
32 agrees to fulfill all requirements of Community Care Licensing for approval of such plans.
33 CONTRACTOR shall be required to provide up to ten percent (10%) of its total bed capacity for
34 Consumers with such Restricted Medical Conditions.

35 7. CONTRACTOR shall meet the requirements of the CCR, Title 22, Division 6 as it pertains
36 to the following:

37 //

1 a. Maintaining Consumer records, including documentation of Tuberculosis clearance.

2 b. Providing secure storage of Consumers' valuables, including medications.

3 1) Medication shall be kept in a safe and locked place that is not accessible to persons
4 other than employees responsible for the supervision of centrally stored medications.

5 2) Each Consumer's medication shall be stored in its originally received container. No
6 medications shall be transferred between containers.

7 c. Maintaining a record of daily occupancy.

8 d. Protecting Consumers' rights to privacy and confidentiality.

9 e. Providing basic life support and other services, including nutritional foods and support
10 services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for
11 emergency and non-emergency medical services.

12 8. CONTRACTOR shall maintain and ensure that Consumers are made aware of house rules,
13 Consumer rights, and policies regarding Consumer fees.

14 9. CONTRACTOR shall assist the Consumers in establishing and maintaining a Consumer
15 oriented facility council in accordance with CCR, Title 22, Division 6. The Consumer-run council
16 provides opportunity for Consumer input into the operations of the facility including, but not limited to,
17 activities, house rules, and resolution of disputes/disagreements.

18 10. CONTRACTOR shall establish an Admission policy which shall state that all Admissions
19 shall result from referrals from ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR shall
20 communicate and coordinate any action which impacts a Consumer's continued eligibility for program
21 services and which might otherwise result in discharge from the program. CONTRACTOR shall
22 contribute as part of the Consumers' treatment team and participate in Admission and discharge
23 planning activities.

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

29 E. PERFORMANCE OUTCOMES – CONTRACTOR's services shall enable Consumers to
30 adaptively function at a higher and more appropriate level of independence.

31 1. Fifty percent (50%) of Consumers placed in CONTRACTOR's Enhanced Residential
32 Rehabilitation Program will remain out of the hospitals or long-term care facilities for a minimum of six
33 (6) months.

34 2. Fifty percent (50%) of Consumers placed in CONTRACTOR's Enhanced Residential
35 Rehabilitation Program will be able to move to a lower level of care within eighteen (18) months.

36 3. CONTRACTOR shall report the status of these outcomes on a quarterly basis, and include
37 the following information: number of Consumers placed, date of placement for each Consumer, number

1 of hospitalizations for each Consumer, number of discharges to a lower level of care for each Consumer,
2 and length of stay in the program for each Consumer.

3 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 Services Paragraph of this Exhibit C to the Agreement.

5 6 **V. STAFFING**

7 CONTRACTOR shall provide staffing patterns and policies that accommodate the following
8 requirements:

9 A. Provision for shelter and food in accordance with the guidelines outlined in Subparagraph IV.D.
10 of this Exhibit C to the Agreement, including staffing requirements for supportive services provided
11 directly by the program.

12 B. If applicable, provisions for twenty four (24) hour on-site management of the facility, including
13 night supervision in accordance with CCR, Title 22, Division 6.

14 C. CONTRACTOR shall ensure that there is adequate staffing for evening activities.

15 D. CONTRACTOR shall ensure that during normal operating hours, groups shall be made
16 available to all Consumers at the facility.

17 E. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of
18 increasing familiarity with COUNTY guidelines and providing more effective services.

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

26 G. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally
27 and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain
28 documentation of such efforts which may include, but not be limited to records of participation in
29 COUNTY-sponsored or other applicable training; recruitment and hiring P&P; copies of literature in
30 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance
31 accessibility for, and sensitivity to, persons who are physically challenged.

32 H. Documentation of employment qualifications and job descriptions which include duties and
33 responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff
34 position.

35 I. A written policy for the use of volunteers and part-time student interns which may augment paid
36 staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a health
37 care or mental health discipline or a related field.

1 J. CONTRACTOR shall provide ADMINISTRATOR with a detailed list of the persons who
2 provide services under the Agreement within thirty (30) days of commencement of this Agreement.
3 This list shall state the name, title, professional degree, license number (if applicable) and job
4 description.

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

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2014 THROUGH JUNE 30, 2017
 10

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

6 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
7 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural
8 and 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 45 CFR §
12 160.103.

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 Health and Human Services or
16 his or her designee.

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

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

24 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

32 18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
33 160.103.

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

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

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 electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
7 creates, 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 45
36 CFR § 164.528.

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

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

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

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

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

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

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
12 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI 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 electronic PHI 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 subparagraphs
27 E, below;

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

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1 compromised. Passwords must be composed of characters from at least three (3) of the following four
2 (4) groups from 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 DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may
10 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 3 years after
27 occurrence.

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

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

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

20 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
21 to enable continuation of critical business processes and protection of the security of PHI COUNTY
22 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
23 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
24 circumstance or situation that causes normal computer operations to become unavailable for use in
25 performing the work required under this Agreement for more than 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. Such PHI
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1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
2 baggage on commercial airplanes.

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

34 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
35 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
36 notification within 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) calendar
6 or business day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

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

21 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
22 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
23 CONTRACTOR made all notifications to COUNTY consistent with this subparagraph F and as required
24 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 42 USC §
2 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

1 EXHIBIT E
 2 TO AGREEMENT FOR PROVISION OF
 3 MENTAL HEALTH RESIDENTIAL REHABILITATION AND
 4 MENTAL HEALTH ENHANCED RESIDENTIAL REHABILITATION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 JULY 1, 2014 THROUGH JUNE 30, 2017

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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37 //