

~~AGREEMENT FOR PROVISION OF  
HOUSING NAVIGATOR SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
COLETTE'S CHILDREN'S HOME  
MARCH 1, 2018 THROUGH JUNE 30, 2020~~

~~—THIS AGREEMENT entered into this 1st day of March, 2018 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and COLETTE'S CHILDREN'S HOME, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

~~WITNESSETH:~~

~~—WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Housing Navigator Services described herein to the residents of Orange County; and~~

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

~~—NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:~~

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**AMENDMENT NO. 1**

**TO**

**CONTRACT NO. MA-042-18011357**

**FOR**

**Housing Navigator Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-18011357 for Housing Navigator Services is made and entered into on July 1, 2020 ("Effective Date") between Colette's Children's Home, Inc. ("Contractor"), with a place of business at 7372 Prince Drive, Suite 106, Huntington Beach, CA 92647, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-18011357 for Housing Navigator Services, effective March 1, 2018 through June 30, 2020, in an amount not to exceed \$1,587,192 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for six months for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend specific terms and conditions and Exhibit A in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** March 1, 2018 through June 30, 2020

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

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

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

Period Four means the period from July 1, 2020 through December 31, 2020"

**Maximum Obligation:**

~~Period One Maximum Obligation: \$ 265,456~~

~~Period Two Maximum Obligation: 660,868~~

~~Period Three Maximum Obligation: 660,868~~

~~TOTAL MAXIMUM OBLIGATION: \$ 1,587,192~~

Period One Maximum Obligation: \$265,456

Period Two Maximum Obligation: \$660,868

Period Three Maximum Obligation: \$660,868

Period Four Maximum Obligation: \$330,434

TOTAL MAXIMUM OBLIGATION: \$1,917,626"

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 14-736-8448

**CONTRACTOR TAX ID Number:** 91-1939140

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Colette's Children's Home  
7372 Prince Drive, Suite 106

Huntington Beach, CA 92647  
William O'Connell, Executive Director  
coletteschildren@aol.com

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## I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	C. ADAS	Alcohol and Drug Abuse Services
9	E. ADL	Activities of Daily Living
10	F. ADP	Alcohol and Drug Program
11	G. AES	Advanced Encryption Standard
12	H. AFLP	Adolescent Family Life Program
13	I. AIDS	Acquired Immune Deficiency Syndrome
14	J. AIM	Access for Infants and Mothers
15	K. AMHS	Adult Mental Health Services
16	L. ARRA	American Recovery and Reinvestment Act of 2009
17	M. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	N. ASI	Addiction Severity Index
19	O. ASIST	Applied Suicide Intervention Skills Training
20	P. ASO	Administrative Services Organization
21	Q. ASRS	Alcohol and Drug Programs Reporting System
22	R. BBS	Board of Behavioral Sciences
23	S. BCP	Business Continuity Plan
24	T. BH	Base Hospital
25	U. BHS	Behavioral Health Services
26	V. CalOMS	California Outcomes Measurement System
27	W. CalWORKs	California Work Opportunity and Responsibility for Kids
28	X. CAP	Corrective Action Plan
29	Y. CAT	Centralized Assessment Team
30	Z. CCC	California Civil Code
31	AA. CCLD	(California) Community Care Licensing Division
32	AB. CCR	California Code of Regulations
33	AC. CDCR	California Department of Corrections and Rehabilitation
34	AD. CDSS	California Department of Social Services
35	AE. CERC	Children's Emergency Receiving Center
36	AF. CESI	Client Evaluation of Self at Intake
37	AG. CEST	Client Evaluation of Self and Treatment

1	AH. CFDA	Catalog of Federal Domestic Assistance
2	AI. CFR	Code of Federal Regulations
3	AJ. CHDP	Child Health and Disability Prevention
4	AK. CHHS	California Health and Human Services Agency
5	AL. CHPP	COUNTY HIPAA Policies and Procedures
6	AM. CHS	Correctional Health Services
7	AN. CIPA	California Information Practices Act
8	AO. CMPPA	Computer Matching and Privacy Protection Act
9	AP. COI	Certificate of Insurance
10	AQ. CPA	Certified Public Accountant
11	AR. CSI	Client and Services Information
12	AS. CSW	Clinical Social Worker
13	AT. CYBHS	Children and Youth Behavioral Health Services
14	AU. DATAR	Drug Abuse Treatment Access Report
15	AV. DCR	Data Collection and Reporting
16	AW. DD	Dually Diagnosed
17	AX. DEA	Drug Enforcement Agency
18	AY. DHCS	California Department of Health Care Services
19	AZ. D/MC	Drug/Medi-Cal
20	BA. DMV	California Department of Motor Vehicles
21	BB. DoD	US Department of Defense
22	BC. DPFS	Drug Program Fiscal Systems
23	BD. DRC	Probation's Day Reporting Center
24	BE. DRP	Disaster Recovery Plan
25	BF. DRS	Designated Record Set
26	BG. DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BH. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
28	BI. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
29	BJ. EBP	Evidence-Based Practice
30	BK. EDN	Electronic Disease Notification System
31	BL. EEOC	Equal Employment Opportunity Commission
32	BM. EHR	Electronic Health Records
33	BN. ePHI	Electronic Protected Health Information
34	BO. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
35	BP. ERC	Emergency Receiving Center
36	BQ. FFS	Fee For service
37	BR. FIPS	Federal Information Processing Standards

1	BS. FQHC	Federally Qualified Health Center
2	BT. FSP	Full Service Partnership
3	BU. FTE	Full Time Equivalent
4	BV. GAAP	Generally Accepted Accounting Principles
5	BW. HAB	Federal HIV/AIDS Bureau
6	BX. HCA	County of Orange Health Care Agency
7	BY. HHS	Federal Health and Human Services Agency
8	BZ. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	CA. HITECH Act	Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	CB. HIV	Human Immunodeficiency Virus
13	CC. HRSA	Federal Health Resources and Services Administration
14	CD. HSC	California Health and Safety Code
15	CE. IBNR	Incurred But Not Reported
16	CF. ID	Identification
17	CG. IEA	Information Exchange Agreement
18	CH. IMD	Institute for Mental Disease
19	CI. IOM	Institute of Medicine
20	CJ. IRIS	Integrated Records and Information System
21	CK. ISO	Insurance Services Office
22	CL. ITC	Indigent Trauma Care
23	CM. LCSW	Licensed Clinical Social Worker
24	CN. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
25	CO. LPS	Lanterman/Petris/Short (Act)
26	CP. LPT	Licensed Psychiatric Technician
27	CQ. MAT	Medication Assisted Treatment
28	CR. MEDS	Medi-Cal Eligibility Determination System
29	CS. MFT	Marriage and Family Therapist
30	CT. MH	Mental Health
31	CU. MHIS	Mental Health Inpatient Services
32	CV. MIHS	Medical and Institutional Health Services
33	CW. MHP	Mental Health Plan
34	CX. MHRC	Mental Health Rehabilitation Centers
35	CY. MHS	Mental Health Specialist
36	CZ. MHSA	Mental Health Services Act
37	DA. MORS	Milestones of Recovery Scale

1	DB. MS	Mandatory Supervision
2	DC. MSN	Medical Safety Net
3	DD. MTP	Master Treatment Plan
4	DE. NA	Narcotics Anonymous
5	DF. NIATx	Network Improvement of Addiction Treatment
6	DG. NIH	National Institutes of Health
7	DH. NIST	National Institute of Standards and Technology
8	DI. NOA	Notice of Action
9	DJ. NP	Nurse Practitioner
10	DK. NPDB	National Provider Data Bank
11	DL. NPI	National Provider Identifier
12	DM. NPP	Notice of Privacy Practices
13	DN. OCEMS	Orange County Emergency Medical Services
14	DO. OCJS	Orange County Jail System
15	DP. OC-MEDS	Orange County Medical Emergency Data System
16	DQ. OCPD	Orange County Probation Department
17	DR. OCR	Federal Office for Civil Rights
18	DS. OCSD	Orange County Sheriff's Department
19	DT. OIG	Federal Office of Inspector General
20	DU. OMB	Federal Office of Management and Budget
21	DV. OPM	Federal Office of Personnel Management
22	DW. ORR	Federal Office of Refugee Resettlement
23	DX. P&P	Policy and Procedure
24	DY. PA DSS	Payment Application Data Security Standard
25	DZ. PAF	Partnership Assessment Form
26	EA. PAR	Prior Authorization Request
27	EB. PBM	Pharmaceutical Benefits Management
28	EC. PC	California Penal Code
29	ED. PCI DSS	Payment Card Industry Data Security Standard
30	EE. PCP	Primary Care Provider
31	EF. PCS	Post-Release Community Supervision
32	EG. PHI	Protected Health Information
33	EH. PI	Personal Information
34	EI. PII	Personally Identifiable Information
35	EJ. PRA	California Public Records Act
36	EK. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
37		Coordination Team

1	EL. PSC	Professional Services Contract
2	EM. PTRC	Paramedic Trauma Receiving Center
3	EN. QI	Quality Improvement
4	EO. QIC	Quality Improvement Committee
5	EP. RHAP	Refugee Health Assessment Program
6	EQ. RHEIS	Refugee Health Electronic Information System
7	ER. RN	Registered Nurse
8	ES. RSA	Remote Site Access
9	ET. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
10	EU. SD/MC	Short-Doyle Medi-Cal
11	EV. SIR	Self-Insured Retention
12	EW. SMA	Statewide Maximum Allowable (rate)
13	EX. SNF	Skilled Nursing Facility
14	EY. SR	Supervised Release
15	EZ. SRP	Supervised Release Participant
16	FA. SSA	County of Orange Social Services Agency
17	FB. SSI	Supplemental Security Income
18	FC. STP	Special Treatment Program
19	FD. SUD	Substance Use Disorder
20	FE. TAR	Treatment Authorization Request
21	FF. TAY	Transitional Age Youth
22	FG. TB	Tuberculosis
23	FH. TBS	Therapeutic Behavioral Services
24	FI. TRC	Therapeutic Residential Center
25	FJ. TTY	Teletypewriter
26	FK. TUPP	Tobacco Use Prevention Program
27	FL. UMDAP	Uniform Method of Determining Ability to Pay
28	FM. UOS	Units of Service
29	FN. USC	United States Code
30	FO. VOLAGs	Volunteer Agencies
31	FP. W&IC	California Welfare and Institutions Code
32	FQ. WIC	Women, Infants and Children

## **II. ALTERATION OF TERMS**

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

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

### 6 **III. ASSIGNMENT OF DEBTS**

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

### 15 **IV. COMPLIANCE**

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

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

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

- 28 a. Designation of a Compliance Officer and/or compliance staff.
- 29 b. Written standards, policies and/or procedures.
- 30 c. Compliance related training and/or education program and proof of completion.
- 31 d. Communication methods for reporting concerns to the Compliance Officer.
- 32 e. Methodology for conducting internal monitoring and auditing.
- 33 f. Methodology for detecting and correcting offenses.
- 34 g. Methodology/Procedure for enforcing disciplinary standards.

35 3. If CONTRACTOR does not provide proof of its own Compliance program to  
 36 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's  
 37 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the

1 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
 2 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program  
 3 and Code of Conduct.

4 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
 5 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall  
 6 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to  
 7 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
 8 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
 9 reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
 10 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
 11 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
 12 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
 13 CONTRACTOR shall revise its compliance program and code of conduct to meet  
 14 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 15 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

16 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
 17 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and  
 18 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
 19 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,  
 20 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
 21 Program.

22 ~~B. SANCTION SCREENING—CONTRACTOR shall screen all Covered Individuals employed or~~  
 23 ~~retained to provide services related to this Agreement semi-annually to ensure that they are not~~  
 24 ~~designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against~~  
 25 ~~the General Services Administration's Excluded Parties List System or System for Award Management,~~  
 26 ~~the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and~~  
 27 ~~the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as~~  
 28 ~~identified by the ADMINISTRATOR.~~

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

1 ~~procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and~~  
2 ~~procedures if CONTRACTOR has elected to use its own).~~

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

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

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

9 ~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.~~  
10 ~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this~~  
11 ~~Agreement.~~

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

18 ~~5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any~~  
19 ~~debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.~~  
20 ~~CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing~~  
21 ~~services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an~~  
22 ~~Ineligible Person.~~

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

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

36 ~~"B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or~~  
37 ~~retained to provide services related to this Agreement monthly to ensure that they are not~~  
~~designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted~~

1 against the General Services Administration's Excluded Parties List System or System for Award  
 2 Management, the Health and Human Services/Office of Inspector General List of Excluded  
 3 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the  
 4 Social Security Administration's Death Master File at date of employment, and/or any other list or  
 5 system as identified by ADMINISTRATOR.

6 1. For purposes of this Compliance Paragraph, Covered Individuals includes all  
 7 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who  
 8 provide health care items or services or who perform billing or coding functions on behalf of  
 9 ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this  
 10 Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and  
 11 related policies and procedures (or CONTRACTOR's own compliance program, code of conduct  
 12 and related policies and procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

39 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 40 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
 41 screened. Such individual or entity shall be immediately removed from participating in any  
 42 activity associated with this Agreement. ADMINISTRATOR will determine appropriate  
 43 repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or  
 44 individual. CONTRACTOR shall promptly return any overpayments within forty-five (45)

business days after the overpayment is verified by ADMINISTRATOR.”

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

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

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

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

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

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

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

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

11 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
12 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
13 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
14 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
15 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this  
16 Agreement on the basis of such default.

## 17 18 **V. CONFIDENTIALITY**

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

22 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
23 Agreement are clients of the Orange County Mental Health services system, and therefore it may be  
24 necessary for authorized staff of ADMINISTRATOR to audit participant files, or to exchange  
25 information regarding specific participants with COUNTY or other providers of related services  
26 contracting with COUNTY.

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

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

34 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
35 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
36 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the  
37 confidentiality of any and all information and records which may be obtained in the course of providing

1 such services. This Agreement shall specify that it is effective irrespective of all subsequent  
 2 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or  
 3 authorized agent, employees, consultants, subcontractors, volunteers and interns.

4 //

## 5 **VI. COST REPORT**

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

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

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

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

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

35 ~~3. In the event that CONTRACTOR does not submit an accurate and complete individual~~  
 36 ~~and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the~~  
 37 ~~termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new~~

1 ~~agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by~~  
 2 ~~COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.~~

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

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

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

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

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

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

40 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
 41 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
 42 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are  
 43 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The

1 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if  
2 any.

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

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

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

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

26 #  
27 #  
28 #  
29 #  
30 #  
31 #  
32 #  
33 #  
34 #  
35 #

36 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
37 supporting documentation prepared by \_\_\_\_\_ for the cost report period

beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

**VII. DEBARMENT AND SUSPENSION CERTIFICATION**

**A. CONTRACTOR certifies that it and its principals:**

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

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

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

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

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

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

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

1  
2 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

35 //

36 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
37 means of subcontracts, provided such subcontracts are approved in advance, in writing by

1 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
2 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

#### 14 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 25 **X. EQUIPMENT**

26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
28 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
29 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
30 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
31 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
32 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained  
33 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
36 depreciated according to GAAP.  
37

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

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

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

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

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

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

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

### 30 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

36 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
 37 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation

1 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
 2 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
 3 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
 4 services, staffing, facilities or supplies.

## 6 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

33 D. 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 zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 35 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the  
 36 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If  
 37 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any

1 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

11 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII  
 12 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall  
 13 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate  
 14 this Agreement.

15 F. QUALIFIED INSURER

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

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

24 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 25 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

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

#### 8 H. REQUIRED COVERAGE FORMS

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

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

#### 13 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

33 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
34 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,  
35 //

36 agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**  
37 **AGREEMENT.**

1 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
 2 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
 3 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
 4 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this  
 5 Agreement.

6 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
 7 "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years  
 8 following the completion of the Agreement.

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

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

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

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

#### 23 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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



1 reimbursement due COUNTY.

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

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

11  
12 **XIV. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

1 grounds for termination of this Agreement.

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

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

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

31  
32 **XV. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

33 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or  
34 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial  
35 //  
36 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's  
37 prior written consent is expressly prohibited.

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

3 1. ADMINISTRATOR provides its written approval of the content and publication of the  
4 information at least 30 days prior to CONTRACTOR publishing the information, unless a different  
5 timeframe for approval is agreed upon by the ADMINISTRATOR;

6 2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement  
7 that the program, wholly or in part, is funded through County, State and Federal government funds, as  
8 applicable;

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

11 a. any commercial product or service; and,

12 b. any product or service provided by CONTRACTOR, unless approved in writing by  
13 ADMINISTRATOR; and,

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

20  
21 **XVI. MAXIMUM OBLIGATION**

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

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

27  
28 **XVII. MINIMUM WAGE LAWS**

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

36 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
37 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards

1 pursuant to providing services pursuant to this Agreement.

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

6  
7 **XVIII. NONDISCRIMINATION**

8 **A. EMPLOYMENT**

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

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

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

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

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

35 //

36 6. Each labor union or representative of workers with which CONTRACTOR and/or  
37 subcontractor has a collective bargaining agreement or other contract or understanding must post a

1 notice advising the labor union or workers' representative of the commitments under this  
 2 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to  
 3 employees and applicants for employment.

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

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

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

30 1. Whenever possible, problems shall be resolved informally and at the point of service.  
 31 CONTRACTOR shall establish an internal informal problem resolution process for participants not able  
 32 to resolve such problems at the point of service. Participants may initiate a grievance or complaint  
 33 directly with CONTRACTOR either orally or in writing.

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

36 b. Throughout the problem resolution and grievance process, participant rights shall be  
 37 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be

1 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

20  
21 **XIX. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by Email; or

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

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

35 //

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
37 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5  
6 **XX. NOTIFICATION OF DEATH**

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

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

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

17 2. WRITTEN NOTIFICATION

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

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

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

29  
30 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

1  
2 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

35 //

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

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

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

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

12  
13 **XXIII. RESEARCH AND PUBLICATION**

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

17  
18 **XXIV. SEVERABILITY**

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

24  
25 **XXV. SPECIAL PROVISIONS**

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

- 28 1. Making cash payments to intended recipients of services through this Agreement.
- 29 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
30 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
31 use of appropriated funds to influence certain federal contracting and financial transactions).
- 32 3. Fundraising.
- 33 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
34 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

35 //

- 36 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
37 body for expenses or services.

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

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

7 8. Severance pay for separating employees.

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

10 10. Supplanting current funding for existing services.

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

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

14 2. Making phone calls outside of the local area unless documented to be directly for the  
15 purpose of participant care.

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

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

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

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

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

24 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
25 CONTRACTOR’s participants.

26  
27 **XXVI. STATUS OF CONTRACTOR**

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

1 to be COUNTY's employees.

3 **XXVII. TERM**

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

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

13 **XXVIII. TERMINATION**

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

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

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

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services.
- 24 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
25 another entity without the prior written consent of COUNTY.
- 26 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
27 required pursuant to this Agreement.
- 28 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
29 this Agreement.
- 30 6. The continued incapacity of any physician or licensed person to perform duties required  
31 pursuant to this Agreement.
- 32 7. Unethical conduct or malpractice by any physician or licensed person providing services  
33 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
34 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
35 Agreement.

36 **D. CONTINGENT FUNDING**

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

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

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

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

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

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

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

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

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

21 4. If participants are to be transferred to another facility for services, furnish  
22 ADMINISTRATOR, upon request, all participant information and records deemed necessary by  
23 ADMINISTRATOR to effect an orderly transfer.

24 5. Assist ADMINISTRATOR in effecting the transfer of participants in a manner consistent  
25 with participant's best interests.

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

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

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

36 9. Provide written notice of termination of services to each client being served under this  
37 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

1 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar  
2 day period.

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

### 6 **XXIX. THIRD PARTY BENEFICIARY**

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

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

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

### 17 **“XXXI. CONFLICT OF INTEREST**

18 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or  
19 conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR,  
20 this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors  
21 associated with the provision of goods and services provided under this Agreement.  
22 CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures  
23 preventing its employees, agents, and subcontractors from providing or offering gifts,  
24 entertainment, payments, loans or other considerations which could be deemed to influence or  
25 appear to influence COUNTY staff or elected officers in the performance of their duties.”

26 County and Contractor hereto agree to and do hereby submit to the jurisdiction of such court,  
27 notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically  
28 agree to waive any and all rights to request that an action be transferred for adjudication to  
29 another county.”

### 30 **“XXXII. DISPUTE RESOLUTION**

31 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
32 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
33 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to  
34 the attention of the County Purchasing Agent by way of the following process:

35 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
36 decision regarding the disposition of any dispute between the Parties arising under, related to, or  
37 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final  
decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if  
such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the  
demand a written statement signed by an authorized representative indicating that the demand is made  
in good faith, that the supporting data are accurate and complete, and that the amount requested



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

3  
4 COLETTE'S CHILDREN'S HOME

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8  
9 TITLE: \_\_\_\_\_

10  
11  
12  
13  
14  
15 COUNTY OF ORANGE

16  
17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

19 HEALTH CARE AGENCY

20  
21  
22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY

31  
32  
33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 HOUSING NAVIGATOR SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 COLETTE’S CHILDREN’S HOME  
 8 MARCH 1, 2018 THROUGH JUNE 30, 2020  
 9

10 **I. COMMON TERMS & DEFINITIONS**

11 A. The following standard definitions are for reference purposes only and may or may not apply in  
 12 their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to  
 13 those terms and definitions 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 Clients are receiving  
 16 services at a level and frequency and duration that is consistent with each Client’s level of impairment  
 17 and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

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

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

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

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

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

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

37 //

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

6 6. Plan Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention  
 7 and case management services to those Clients who seek services in the COUNTY operated outpatient  
 8 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 Clients 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 Client in the assessment, determination of need and securing of adequate and  
 14 appropriate living arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 19. Full Service Partnership (FSP) refers to a type of program described by the State in the  
36 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full  
37 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and

1 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
 2 will be established including the Client, psychiatrist, and PSC. Whenever possible, these  
 3 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social  
 4 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of  
 5 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.  
 6 Services will include, but not be limited to, the following: crisis management, housing services, twenty-  
 7 four (24)-hours per day, seven (7) days per week intensive case management, community-based  
 8 wraparound recovery services, vocational and educational services, job coaching/developing, Client  
 9 employment, money management/representative payee support, Flexible Fund account for immediate  
 10 needs, transportation, illness education and self-management, medication support, co-occurring services,  
 11 linkage to financial benefits/entitlements, family and peer support, and supportive socialization and  
 12 meaningful community roles.

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

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

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

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

36 22. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes  
 37 an evaluation to determine if the Client meets program criteria and is willing to seek services.

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

5           24. Integrated Records Information System (IRIS) means a collection of applications and  
6 databases that serve the needs of programs within the COUNTY and includes functionality such as  
7 registration and scheduling, laboratory information system, billing and reporting capabilities,  
8 compliance with regulatory requirements, electronic medical records and other relevant applications.

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

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

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

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

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

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

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

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

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

36           e. Medication Support Services means those services provided by a licensed physician,  
37 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

1 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
 2 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
 3 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
 4 to medication, as well as obtaining informed consent, providing medication education and plan  
 5 development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

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

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

33 34. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental  
 34 health programs in COUNTY. The scale will provide the means of assigning Clients to their  
 35 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.  
 36 MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by  
 37 participating members. The scale will be used to create a map of the system by determining which

1 milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs  
2 across the continuum of programs and services offered by ADMINISTRATOR.

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

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

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

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

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

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

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

37 //

1           42. Pharmacy Benefits Manager (PBM) means the organization that manages the medication  
2 benefits that are given to Clients that qualify for medication benefits.

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

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

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

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

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

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

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

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

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

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

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

37 //

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

4 d. Community: Relationships and social networks that provide support, friendship, love,  
5 and hope.

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

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

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

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

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

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

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

34 59. Whole Person Care Pilot Program or WPC Pilot or WPC Program means the specific  
35 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications  
36 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which  
37 //

1 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who  
2 have been identified as high users of multiple systems and continue to have poor health outcomes.

3 60. WPC Agreement means the agreement between COUNTY and DHCS for participation in  
4 the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020,  
5 as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be  
6 implemented in Orange County.

7 61. WPC Collaborative means the group of community partners, public agencies or  
8 departments, and other organizations responsible who have agreed to come together to share financial,  
9 knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot  
10 Program.

11 62. WPC Beneficiary means a Beneficiary who is eligible to receive services provided by the  
12 WPC Program and has been identified as homeless.

13 63. WPC Participating Entity means an organization, entity, or public agency or department  
14 that has agreed to have an active role in the WPC Pilot through agreements or memoranda of  
15 understanding with COUNTY acting as the Lead Agency for the WPC Pilot. In accordance with the  
16 STCs, WPC Participating Entities must include, at a minimum:

- 17 a. COUNTY’s Health Care Agency acting as the Lead Entity for the WPC Agreement.
- 18 b. COUNTY’s Behavioral Health Services Program.
- 19 c. COUNTY’s Housing Authority or Housing Program.
- 20 d. At least two (2) community organizations with experience and knowledge in providing  
21 services to the proposed population that will be considered WPC Beneficiaries.

22 64. WPC Steering Committee means an advisory committee established in accordance with a  
23 directive from COUNTY’s Board of Supervisors to provide high level support, advocacy, and  
24 enablement for the WPC Pilot Project.

25 “65. WPC Connect means Orange County’s WPC Program’s shared care coordination  
26 platform.”

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

30  
31 **II. BUDGET**

32 ~~—A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this~~  
33 ~~EXHIBIT A to the Agreement and the following budgets, which are set forth for informational purposes~~  
34 ~~only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and~~  
35 ~~CONTRACTOR.~~

36 #  
37 #

1	#					
2	#					
3	#					
4		<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>		
5		<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>	
6		<b>ADMINISTRATIVE COSTS</b>				
7		Salaries	\$ 22,966	\$ 68,900	\$ 68,900	\$ 160,766
8		Benefits	5,742	17,225	17,225	40,192
9		Professional Services	600	1,800	1,800	4,200
10		<b>SUBTOTAL</b>	<b>\$ 29,308</b>	<b>\$ 87,925</b>	<b>\$ 87,925</b>	<b>\$ 205,158</b>
11		<b>ADMINISTRATIVE COSTS</b>				
12		<b>PROGRAM COSTS</b>				
13		<b>PROGRAM COSTS</b>				
14		Salaries	\$ 95,680	\$287,040	\$287,040	\$ 669,760
15		Benefits	23,920	71,760	71,760	167,440
16		Services and Supplies	71,381	214,143	214,143	499,667
17		One time start-up costs	45,167	0	0	45,167
18		<b>SUBTOTAL</b>	<b>\$236,148</b>	<b>\$572,943</b>	<b>\$572,943</b>	<b>\$1,382,034</b>
19		<b>PROGRAM COSTS</b>				
20		<b>PROGRAM COSTS</b>				
21		<b>TOTAL GROSS COSTS</b>	<b>\$265,456</b>	<b>\$660,868</b>	<b>\$660,868</b>	<b>\$1,587,192</b>
22		<b>REVENUE</b>				
23		<b>REVENUE</b>				
24		WHOLE PERSON CARE	\$265,456	\$660,868	\$660,868	\$1,587,192
25		<b>TOTAL REVENUE</b>	<b>\$265,456</b>	<b>\$660,868</b>	<b>\$660,868</b>	<b>\$1,587,192</b>
26		<b>TOTAL</b>				
27		<b>TOTAL</b>	<b>\$265,456</b>	<b>\$660,868</b>	<b>\$660,868</b>	<b>\$1,587,192</b>

28 **MAXIMUM OBLIGATION**

29 A. "COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this

30 EXHIBIT A to the Agreement and the following budgets, which are set forth for informational

31 purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and

32 CONTRACTOR.

33		<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>		
34		<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>TOTAL</u>	
35		<b>ADMINISTRATIVE COSTS</b>					
36		Salaries	\$ 22,966	\$ 68,900	\$ 68,900	\$ 34,450	\$ 195,216
37							

1	<u>Benefits</u>	<u>5,742</u>	<u>17,225</u>	<u>17,225</u>	<u>8,613</u>	<u>48,805</u>
2	<u>Professional Services</u>	<u>600</u>	<u>1,800</u>	<u>1,800</u>	<u>900</u>	<u>5,100</u>
	<u>SUBTOTAL</u>	<u>\$ 29,308</u>	<u>\$ 87,925</u>	<u>\$ 87,925</u>	<u>\$ 43,963</u>	<u>\$ 249,121</u>
	<u>ADMINISTRATIVE COSTS</u>					
5						
	<u>PROGRAM COSTS</u>					
7	<u>Salaries</u>	<u>\$ 95,680</u>	<u>\$287,040</u>	<u>\$287,040</u>	<u>\$143,520</u>	<u>\$ 813,280</u>
8	<u>Benefits</u>	<u>23,920</u>	<u>71,760</u>	<u>71,760</u>	<u>35,880</u>	<u>203,320</u>
9	<u>Services and Supplies</u>	<u>71,381</u>	<u>214,143</u>	<u>214,143</u>	<u>107,071</u>	<u>606,738</u>
10	<u>One time start-up costs</u>	<u>45,167</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>45,167</u>
11	<u>SUBTOTAL</u>	<u>\$236,148</u>	<u>\$572,943</u>	<u>\$572,943</u>	<u>\$286,471</u>	<u>\$1,668,505</u>
12	<u>PROGRAM COSTS</u>					
13						
14	<u>TOTAL GROSS COSTS</u>	<u>\$265,456</u>	<u>\$660,868</u>	<u>\$660,868</u>	<u>\$330,434</u>	<u>\$1,917,626</u>
15						
16	<u>REVENUE</u>					
17	<u>WHOLE PERSON</u>	<u>\$265,456</u>	<u>\$660,868</u>	<u>\$660,868</u>	<u>\$330,434</u>	<u>\$1,917,626</u>
18	<u>CARE</u>					
19	<u>TOTAL REVENUE</u>	<u>\$265,456</u>	<u>\$660,868</u>	<u>\$660,868</u>	<u>\$330,434</u>	<u>\$1,917,626</u>
20						
21	<u>TOTAL</u>	<u>\$265,456</u>	<u>\$660,868</u>	<u>\$660,868</u>	<u>\$330,434</u>	<u>\$1,917,626</u>
22	<u>MAXIMUM OBLIGATION</u>					

23

24 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds

25 between budgeted line items, for the purpose of meeting specific program needs or for providing

26 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by

27 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification

28 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification

29 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining

30 annual impact of the shift as may be applicable to the current contract period and/or future contract

31 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)

32 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to

33 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification

34 Request(s) may result in disallowance of those costs.

35 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete

36 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type

37 of service for which payment is claimed. Any apportionment of or distribution of costs, including

1 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
2 be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and  
3 fee charged to and collected from Clients, together with a record of all billings rendered and revenues  
4 received from any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in  
5 CONTRACTOR's financial records.

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

8  
9 **III. PAYMENTS**

10 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$66,364~~  
11 ~~per month for Period One, and the amount of \$55,072 for Period Two and Period Three, as specified in~~  
12 ~~the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and~~  
13 ~~subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which~~  
14 ~~CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,~~  
15 ~~however, the total of such payments do not exceed the Maximum Obligation as specified in the~~  
16 ~~Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are~~  
17 ~~reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its~~  
18 ~~discretion, pay supplemental invoices for any month for which the provisional amount specified above~~  
19 ~~has not been fully paid.~~

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

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

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

34 #

35 ~~B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR~~  
36 ~~and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)~~  
37 ~~day of each month. Invoices received after the due date may not be paid within the same month.~~

1 ~~Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days~~  
2 ~~after receipt of the correctly completed invoice.~~

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

6 ~~— D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~  
7 ~~with any provision of the Agreement.~~

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

11 ~~— F. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the~~  
12 ~~Payments Paragraph of this Exhibit A to the Agreement.~~

### 13 III. PAYMENTS

14 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$66,364 per  
15 month for Period One, and the amount of \$55,072 per month for Period Two, Period Three and  
16 Period Four, up to the Maximum Obligation for each period as specified in the Referenced  
17 Contract Provisions of the Agreement. All payments are interim payments only, and subject to  
18 Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which  
19 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;  
20 provided, however, the total of such payments do not exceed the Maximum Obligation for each  
21 period and the Total Maximum Obligation as specified in the Referenced Contract Provisions of  
22 the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to  
23 COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay  
24 supplemental invoices for any month for which the provisional amount specified above has not  
25 been fully paid.

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

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

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

1  
2 B. COUNTY shall pay CONTRACTOR monthly, in arrears, at actual cost per Client, not to exceed  
3 \$4,500 per Client, for one-time expenses incurred during move in or residential housing placement.

4 1. One-time expenses may include, but are not limited to the following:

5 a. Housing application fees,

6 b. Deposits to secure housing (first and last month's rent should be included in housing  
7 voucher),

8 c. Deposits required to turn on utilities per utility company(/ies),

9 d. Purchasing a refrigerator, microwave,

10 e. Purchasing seating furniture,

11 f. Purchasing a bed,

12 g. Basic housekeeping items. (i.e. linens (bedding, bathing, cleaning related), dish, bowl,  
13 cup, utensils, pot/pan, general cleaning supplies), and

14 h. Groceries for the first thirty (30) days will be considered only once other community  
15 resources have been exhausted such as food banks, donations, etc.

16 1) Please note gift certificates for food purchases are not allowed.

17 2) Grocery purchases shall adhere with D-SNAP, SNAP, NSLP, SBP, CACFP,  
18 SFSP, WIC, and/or other federal, state, and local food and nutrition general assistance and voucher  
19 programs.

20 3) CONTRACTOR's Housing Navigators and/or Peer Mentors are to utilize grocery  
21 shopping as a life skills training opportunity and accompany Client to aide in making appropriate,  
22 nutritional purchases.

23 2. CONTACTRATOR submit all receipts for actual cost reimbursement monthly, per Client, in  
24 advance of invoicing for reimbursement, for ADMINISTRATOR review and approval.

25 3. CONTRACTOR shall have a process for and mechanism to track expenditures and assets  
26 by Client, for reporting, reclaiming, repurposing, and/or returning to COUNTY, as reviewed and  
27 approved by ADMINISTRATOR, and in accordance with this Agreement.

28 C. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide  
29 such information as is required by ADMINISTRATOR. Invoices are due the fifteenth (15th) calendar  
30 day of the month. Invoices received after the due date may not be paid within the same month.  
31 Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar  
32 days after receipt of the correctly completed invoice form.

33 D. CONTRACTOR agrees that all billings to COUNTY shall be supported, at CONTRACTOR's  
34 facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices,  
35 bank statements, canceled checks, receipts, receiving records, and records of service provided, which  
36 shall be made available for COUNTY to review at their option.

37 E. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete

financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP regulations. A record of all invoices rendered and revenues received from any source, on behalf of Clients served pursuant to this Agreement, must be reflected in CONTRACTOR's financial records.

F. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

G. CONTRACTOR shall not claim reimbursement for any unauthorized services or services provided beyond the expiration and/or termination of the Agreement, except as otherwise provided under the Agreement.

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

1. Exhibit A, Paragraph IV. Reports, subparagraph D of the Contract is deleted in its entirety and replaced with the following:

“D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise specified. Programmatic reports will include, but not be limited to, the following:

1. Training provided to staff; and

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

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

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

**IV. REPORTS**

A. CONTRACTOR shall maintain records and make statistical reports as required by

1 ADMINISTRATOR and the DHCS on forms provided by either agency.

2 B. FISCAL

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

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

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

24 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
25 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form  
26 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no  
27 later than twenty (20) calendar days following the end of the month being reported, unless otherwise  
28 specified. Programmatic reports will include, but not be limited to, the following:

29 1. Training provided to staff; and  
30 2. A description of CONTRACTOR's progress in implementing the provisions of the  
31 Agreement, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,  
32 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it  
33 is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall  
34 specify what steps will be taken to achieve satisfactory progress.

35 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their  
36 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing  
37 satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be

1 taken to achieve satisfactory progress.

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

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

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

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

16 //  
17 //  
18 //  
19 //

20 **V. SERVICES**

21 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of administrative  
22 support of the field-based services described herein at the following location, or any other location  
23 approved, in advance, in writing, by ADMINISTRATOR:

24 Colette’s Children’s Home  
25 7373 Prince Drive, Suite 106  
26 Huntington Beach, CA 92647  
27

28 1. The Housing Navigation services identified within this Exhibit A to the Agreement are  
29 primarily field-based and are not anticipated to be provided from CONTRACTOR’s facility. The  
30 facility shall be a home base to staff providing services in the field and shall include space for  
31 administrative support of the services identified within the Agreement, staff meetings, consultation and  
32 staff training, documentation preparation, and other administrative functions as applicable.

33 2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR,  
34 and remain open Monday through Friday: from 8:30 a.m. to 5:00 p.m. throughout the year; provided,  
35 however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening  
36 and weekend hours as necessary in order for staff to meet member needs.

37 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule

1 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

2 B. INDIVIDUALS TO BE SERVED – The target population for the Adult and Older Adult  
3 Housing Navigation Services program consists of homeless adults, or those at risk of homelessness,  
4 residing in COUNTY, eighteen to fifty-nine (18 to 59) years of age, and older adults sixty (60) years of  
5 age and above, who have been diagnosed with a serious mental illness (SMI) and who may have a co-  
6 occurring disorder. The CONTRACTOR will work in collaboration with various County partners such  
7 as the Coordinated Entry System, Housing and Residential Care department, HCA Outreach and  
8 Engagement, and Adult and Older Adult Behavioral Health (AOABH) treatment providers to secure a  
9 wide range of housing options for clients who are ready to live independently in the community. Clients  
10 must be Medi-Cal beneficiaries, and will be connected with the service provider (Case Manager/Plan  
11 Coordinator/Personal Service Coordinator) as well as a peer mentor for support to sustain housing.  
12 Individuals placed in housing through the Housing Navigators but not yet interested in services will be  
13 connected with O&E and a peer mentor for ongoing support.

14 C. Housing Navigators will increase the inventory of available housing by:

15 1. Contractor shall identify potential housing options, and develop regional housing resources  
16 for the target population. Navigators will visit and network with current landlords and other community  
17 stakeholders to see if they are willing to continue renting to AOABH clients and to meet new landlords  
18 and other stakeholders to develop more potential leads. Contractor shall provide education and support  
19 to landlords and other stakeholders on the benefits of accepting BHS residents.

20 2. CONTRACTOR shall match the highest need clients to appropriate housing resources.  
21 Although many of the clients will have a voucher for housing, it is not a requirement.

22 3. CONTRACTOR shall act as the liaison between the potential resident and the landlord in  
23 collaboration with the Outreach and Engagement team and/or treatment provider. Liaison services  
24 include but are not limited to transport or arrange for transportation of clients to potential housing, assist  
25 with the application process, secure reasonable letters of support as needed, ensure that the tenant has a  
26 deposit, ensure that residents arrange for their utilities to be turned on, ensure clients have essential  
27 housing furnishings, which include but are not limited to refrigerator, seating furniture, bed and basic  
28 housekeeping items.

29 4. Prior to and during the placement process, CONTRACTOR shall educate tenants on  
30 housekeeping issues and “good neighbor” issues such as maintenance, community living, and  
31 independent living skills.

32 5. CONTRACTOR shall coach residents to be successful when meeting with potential  
33 property managers, and prepare them for placement.

34 6. CONTRACTOR shall work with Outreach and Engagement and/or other Providers to link  
35 clients to Peer Mentoring for ongoing support and housing sustainability.

36 7. The Whole Person Care (WPC) Pilot projects are the coordination of health, behavioral  
37 health, and social services, as applicable, in a patient-centered manner with the goals of improved

1 beneficiary health and wellbeing through more efficient and effective use of resources, and to reduce  
2 inappropriate emergency department and inpatient utilization.

3 8. The Housing Navigation Program shall serve a minimum of one hundred (100) clients  
4 annually. Every effort will be made to exceed this goal.

5 C. SERVICES TO BE PROVIDED

6 1. CONTRACTOR shall provide Housing Navigation Services in support of the COUNTY  
7 implementation of its Whole Person Care pilot project. Housing Navigation shall specifically focus on  
8 assisting homeless SMI clients, or those at risk of homelessness, who are also Medi-Cal beneficiaries, to  
9 obtain housing placements.

10 2. CONTRACTOR shall work with county Outreach and Engagement to link clients to Peer  
11 Mentoring program for ongoing support and sustainable housing.

12 3. CONTRACTOR shall create a database of available housing and maintain an inventory of  
13 current openings.

14 4. CONTRACTOR shall document and track all contacts with potential landlords and services  
15 provided.

16 5. Housing Navigation services shall be culturally and linguistically appropriate while  
17 focusing on creating housing options for the target population and placing identified clients into  
18 available housing units.

19 //

20 6. Housing Navigation Services shall reflect the principles of the Recovery model, fostering  
21 client empowerment, hope, and an expectation that recovery from mental illness is possible. The  
22 philosophy of Housing Navigation services shall draw upon cultural strengths and utilize service  
23 delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically  
24 and culturally diverse populations. Cultural competence shall be a continuous focus in the development  
25 of the programming, recruitment, and hiring of staff that speak the same language and have the same  
26 cultural background of the individuals that are to be served. This inclusion of COUNTY's multiple  
27 cultures will assist in maximizing access to services. ADMINISTRATOR may offer training for all  
28 staff on cultural and linguistic competencies.

29 D. PERFORMANCE OBJECTIVES – CONTRACTOR shall be required to achieve Performance  
30 Objectives, and develop and maintain a database to track and report Performance Objective data and  
31 statistics in monthly programmatic reports in a format provided by or approved by ADMINISTRATOR,  
32 as outlined below.

33 1. CONTRACTOR shall monitor and track the total number of contacts with potential  
34 landlords or other stakeholders with the goal of increasing housing inventory. Tracking information will  
35 include but not be limited to date of service, contact person, and outcome status.

36 2. Contractor shall monitor and track the total number of referrals received; number of  
37 referrals accepted on a monthly basis, demographic and other encounter information which includes but

1 is not limited to:

- 2 a. Date of Service
- 3 b. Client name or Client identifier
- 4 c. Age/Date of birth
- 5 d. Race
- 6 e. Ethnicity
- 7 f. Gender
- 8 g. Lesbian/Gay/Bisexual/Transgender/Questioning
- 9 h. Language spoken
- 10 i. Military status
- 11 j. Referring agency or individual and recommended services
- 12 k. Client enrollment status in BHS services at onset of Housing Navigation services
- 13 l. Client enrollment status in BHS services at conclusion of Housing Navigation services
- 14 m. Number of days Client has been homeless prior to Housing Navigation referral
- 15 n. Number of days Client has maintained their housing placement

- 16 3. CONTRACTOR shall monitor and track the total number clients referred for placement.
- 17 4. CONTRACTOR shall monitor and track the type and number of services provided to each

18 client.

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20 5. CONTRACTOR shall track client linkage to Outreach and Engagement, Service Providers,  
21 and Peer Mentors.

22 6. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing  
23 performance objectives as the program moves beyond its implementation phase.

24 E. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to meet and comply with  
25 the following Performance Outcomes on an annual basis:

- 26 1. Identify fifteen (15) new and available housing units in each region (Central, North and  
27 South) for the target population by January 1, 2019.
- 28 2. Housing Navigators will link a minimum of one hundred (100) individuals from various  
29 referral sources to a viable housing option by January 1, 2019.
- 30 3. Housing Navigators will link one hundred percent (100%) of the individuals placed with a  
31 peer mentor to assist in sustaining housing placement.

32 G. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
33 Subparagraph C. of the Compliance Paragraph of the Agreement.

34 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
35 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
36 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
37 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian

1 institution, or religious belief.

2 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
 3 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
 4 ADMINISTRATOR.

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

11 K. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
 12 ensure compliance with workload standards and productivity.

13 L. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

14 M. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&Ps.

15 N. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not  
 16 limited to:

17 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance  
 18 issues including, but not limited to, whether the program is or is not progressing satisfactorily in  
 19 //  
 20 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory  
 21 progress, compliance with P&P, review of statistics and clinical services;

22 2. Staff training for individuals conducted by ADMINISTRATOR; and

23 3. Other staff training as requested by ADMINISTRATOR.

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

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

30 **VI. STAFFING**

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

ADMINISTRATION	<u>FTEs</u>
Financial Manager	0.13
Program Supervisor	<u>0.95</u>

1	ADMINISTRATION SUBTOTAL	1.08
2		
3	PROGRAM	
4	Housing Navigation Counselor	<u>6.00</u>
5	PROGRAM SUBTOTAL	6.00
6		
7	TOTAL FTEs	7.08

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9       B. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery, have a history of participating in behavioral health services, or have lived experience with behavioral health issues. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: Records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

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

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

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

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34       F. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified in their respective job descriptions or work contracts.

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37       G. CONTRACTOR shall maintain personnel files for each staff member, including the Program

1 Director and other administrative positions, which shall include, but not be limited to, an application for  
 2 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
 3 applicable), pay rate and evaluations justifying pay increases.

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

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

9 J. COUNTY shall provide, or cause to be provided, training and ongoing consultation to  
 10 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR  
 11 Standards of Care practices, P&P's, documentation standards and any state regulatory requirements.

12 1. CONTRACTOR shall develop a training curriculum and procedures for new Housing  
 13 Navigators. The curriculum shall include ongoing plans for supervision and support for Housing  
 14 Navigators, and CONTRACTOR shall conduct or facilitate required trainings for the Housing  
 15 Navigation Staff and shall develop and provide training protocol and/or informational materials and  
 16 updates as requested by COUNTY.

17 2. Training shall include, but may not be limited to, the following:

18 a. Policies, procedures and/or guidelines outlining the roles, expectations, and  
 19 responsibilities for the Housing Navigation Staff;

20 b. Referral guidelines for Housing Navigation services

21 c. Orientation to Recovery Principles;

22 d. COUNTY and COUNTY-contracted mental health programs, community resources;

23 e. Strategies for self-care and prevention of burn-out;

24 f. Data collection requirements; and

25 g. Performance outcome measures.

26 3. All required training will be completed prior to providing services to clients.

27 K. The Housing Navigation Program Supervisor shall seek input from clients, service providers for  
 28 ongoing program development. The Supervisor shall directly supervise the Navigators, and be  
 29 responsible for ensuring services are in collaboration with the client's primary treatment provider and/or  
 30 Outreach and Engagement team, as applicable.

31 L. In addition to responsibility for ensuring all services identified in this Exhibit A to the  
 32 Agreement are provided, the Supervisor responsibilities shall also include, but not be limited to:

33 1. Implementation, supervision and tracking outcomes of housing navigation activities and  
 34 interventions;

35 2. Maintain ongoing communication with appropriate stakeholders on needs assessments, and  
 36 efficient delivery of services;

37 3. Research, evaluate, and implement Best Practices as they relate to Housing Navigation and

1 ensure the program continues to progress towards achieving positive outcomes;

2 4. Submittal of monthly data to ADMINISTRATOR with verification that outcome data is  
3 correct;

4 5 Development of all P&Ps regarding the Housing Navigation program;

5 6. Fiscal and programmatic management of the Housing Navigation operating budget;

6 7. Develop and coordinate In-service training of staff, both initially and ongoing, on topics  
7 related to Recovery, field-based services;

8 8. Maintain ongoing communication with ADMINISTRATOR in regards to program.

9 M. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
10 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to  
11 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and  
12 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,  
13 the following:

14 1. Designate the responsible position(s) in your organization for managing the funds allocated  
15 to this program;

16 2. Maximize the use of the allocated funds;

17 3. Ensure timely and accurate reporting of monthly expenditures;

18 4. Maintain appropriate staffing levels;

19 5. Request budget and/or staffing modifications to the Agreement;

20 6. Effectively communicate and monitor the program for its success;

21 7. Track and report expenditures electronically;

22 8. Maintain electronic and telephone communication between key staff and the  
23 ADMINISTRATOR; and

24 9. Act quickly to identify and resolve problems.

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

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1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 HOUSING NAVIGATOR SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 COLETTE’S CHILDREN’S HOME  
 8 MARCH 1, 2018 THROUGH JUNE 30, 2020  
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

17 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,  
 18 and 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 the  
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
 37 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
2 electronic PHI created, received, maintained, transmitted, used, or disclosed 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  
33 CFR § 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  
 11 employees, 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:

37 //

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 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,  
25 maintains, 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  
10 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI  
11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
12 behalf of 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  
26 for 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  
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
9 COUNTY 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  
14 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the  
15 premises” if it is only being transported from one of CONTRACTOR’s locations to another of  
16 CONTRACTOR’s 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) days, preferably every sixty (60) days.  
36 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
37 from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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

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

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

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

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

## 22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
34 notification within 24 hours of the oral notification.

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

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

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

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

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

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
 17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
 18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
 37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,  
2 remediation, documentation or other costs associated with addressing the Breach.

### 3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

26 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
27 required by law.

### 28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
37 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
 HOUSING NAVIGATOR SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 COLETTE’S CHILDREN’S HOME  
 MARCH 1, 2018 THROUGH JUNE 30, 2020

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

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

**A. DEFINITIONS**

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

2. “Breach of the security of the system” shall have the meaning given to such term under the CIPA, Civil Code § 1798.29(d).

3. “CMPPA Agreement” means the CMPPA Agreement between the SSA and CHHS.

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

5. “IEA” shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

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

7. “PII” shall have the meaning given to such term in the IEA and CMPPA.

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

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

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

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

#### 7 B. TERMS OF AGREEMENT

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

#### 12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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37 //