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**REFERENCED CONTRACT PROVISIONS**

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**Term:** July 1, ~~2013~~2014 through June 30, ~~2014~~2015

**Maximum Obligation:** \$1,124,888

**Basis for Reimbursement:** Actual Cost

**Payment Method:**           Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Horizon Cross Cultural Center  
           3707 W. Garden Grove Blvd.  
           Orange, CA -92868

           **Contact Name:** Vicki Connely, Executive Director

           **Contact Email:** [vickiconnely@horizonccc.org](mailto:vickiconnely@horizonccc.org)

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

1	<del>Public</del>	Law 104-191
2	<del>AD.</del> <del>T.</del> HSC	California Health and Safety Code
3	AE. ID	Identification
4	AF. IEA	Information Exchange Agreement
5	<del>AG.</del> <del>U.</del> ISO	Insurance Services Office
6	<del>AH.</del> <del>V.</del> <del>MFT</del>	<del>Marriage and Family Therapist</del>
7	<del>W.</del> MHP	Mental Health Plan
8	<del>X.</del> <del>MHSA</del>	<del>Mental Health Services Act</del>
9	AI. NIST	National Institute
10	<del>Y.</del> <del>MHS</del>	<del>Mental Health</del>
11	<del>Z.</del> <del>MORS</del>	<del>Milestones of Recovery Scale</del>
12		of Standards and Technology
13	AJ. OCJS	Orange County Jail System
14	AK. OCPD	Orange County Probation Department
15	<del>AL.</del> <del>AA.</del> OCR	Office for Civil Rights
16	AM. OCSD	Orange County Sheriff's Department
17	<del>AN.</del> <del>AB.</del> OIG	Office of Inspector General
18	<del>AO.</del> OMB	Office of Management and Budget
19	<del>AP.</del> <del>AD.</del> OPM	Federal Office of Personnel Management
20	AQ. PA DSS	Payment Application Data Security Standard
21	<del>AR.</del> <del>AE.</del> <del>P&amp;P</del>	<del>Policies and Procedures</del>
22	<del>AF.</del> PC	State of California Penal Code
23	AS. PCI DSS	Payment Card Industry Data Security Standard
24	<del>AT.</del> <del>AG.</del> PHI	Protected Health Information
25	AU. PI	Personal Information
26	<del>AV.</del> <del>AH.</del> PII	Personally Identifiable Information
27	<del>AW.</del> <del>AI.</del> PRA	Public Record Act
28	<del>AX.</del> <del>AJ.</del> <del>PSC</del>	<del>Personal Service Coordinator</del>
29	<del>AK.</del> SIR	Self-Insured Retention
30	<del>AL.</del> <del>AY.</del> The HITECH Act	The Health Information Technology for Economic and Clinical
31	Health	Act, Public Law 111-005
32	<del>AM.</del> <del>UMDAP</del>	<del>Uniform Method of Determining Ability to Pay</del>
33	<del>AN.</del> <del>AZ.</del> USC	United States Code
34	<del>AO.</del> <del>BA.</del> WIC	State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

A. This Agreement, together with ~~Exhibit~~ Exhibits A, B, and C attached hereto and incorporated

1 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
2 subject matter of this Agreement.

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

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

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

### 15 **IV. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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



1 any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

37 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also

1 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes  
2 which accurately describes the services provided and must ensure compliance with all billing and  
3 documentation requirements.

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

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

8  
9 **V. CONFIDENTIALITY**

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

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

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

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

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

32  
33 **VI. COST REPORT**

34 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
35 following termination of this Agreement. CONTRACTOR shall prepare the individual and/or  
36 consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,  
37 GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct

1 and indirect costs to and between programs, cost centers, services, and funding sources in accordance  
 2 with such requirements and consistent with prudent business practice, which costs and allocations shall  
 3 be supported by source documentation maintained by CONTRACTOR, and available at any time to  
 4 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for  
 5 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a  
 6 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.  
 7 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business  
 8 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a  
 9 consolidated Cost Report.

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

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

18 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 19 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
 20 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
 36 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in  
 37 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

F. All individual and/or consolidated Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and 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 \_\_\_\_\_"

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**VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

1  
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
6 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

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

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

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

12  
13 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23  
24 **IX. EQUIPMENT**

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

35 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any  
36 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
37 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting

1 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
2 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
3 purchased asset in an Equipment inventory.

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

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

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

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

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

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

26  
27 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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**XI. INDEMNIFICATION AND INSURANCE**

1  
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board  
5 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
11 a jury apportionment.

12 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
13 required insurance at CONTRACTOR’s expense and to submit to COUNTY the COI, including all  
14 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
15 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the  
16 entire term of this Agreement. In addition, all subcontractors performing work on behalf of  
17 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
18 conditions as set forth herein for CONTRACTOR.

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

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

25 E. QUALIFIED INSURER

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

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

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

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

21 G. REQUIRED COVERAGE FORMS

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

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

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

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

31 2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance is  
 32 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and  
 33 non-contributing.

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

37 //

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

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

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

9 M. 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 N. 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 adequately  
14 protect COUNTY.

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

20 P. 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 Q. 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 F. of this Agreement.

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

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

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

10  
11 **XII. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

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

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

3 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file  
4 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures  
5 during the term of this Agreement.

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

### 10 **XIII. LICENSES AND LAWS**

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

#### 19 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

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

1. ARRA of 2009.
2. WIC, Divisions 5, 6 and 9.
3. State of HSC, §§1250 et seq.
4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
5. CCR, Title 9, Title 17, and Title 22.
6. CFR, Title 42 and Title 45.
7. USC Title 42.
8. Federal Social Security Act, Title XVIII and Title XIX.
9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
12. 31 USC 7501.70, Federal Single Audit Act of 1984.
13. Policies and procedures set forth in Mental Health Services Act.
14. Policies and procedures set forth in DHCS Letters.
15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
16. OMB Circulars A-87, A-89, A-110, A-122.

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

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used

1 to either directly or indirectly support the services described within this Agreement. CONTRACTOR  
2 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
3 media developed in support of the services described within this Agreement. CONTRACTOR shall also  
4 include any required funding statement information on social media when required by  
5 ADMINISTRATOR.

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

8  
9 **XV. MAXIMUM OBLIGATION**

10 A. The Maximum Obligation of COUNTY for services provided in accordance with this  
11 Agreement as specified in the Referenced Contract Provisions of this Agreement.

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

14  
15 **XVI. NONDISCRIMINATION**

16 **A. EMPLOYMENT**

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

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

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

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

35 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
36 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
37 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,

1 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.  
2 Such requirements shall be deemed fulfilled by use of the term EOE.

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

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
10 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
11 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability  
12 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -  
13 §1688; -Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975  
14 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of  
15 Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,  
16 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or  
17 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not  
18 limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

20  
21 **XVII. 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 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability.

37 //



1 Such 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 **XVIII. 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 **XIX. 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 clients 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.

**XX. RECORDS MANAGEMENT AND MAINTENANCE**

1  
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
3 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
4 accordance with this Agreement and all applicable requirements.

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

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

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

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

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

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

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

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

27 2. Provide auditor or other authorized individuals access to documents via a computer  
28 terminal.

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

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

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

37 H. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)

1 years following discharge of the participant, client and/or patient, with the exception of non-emancipated  
 2 minors for whom records must be kept for at least one (1) year after such minors have reached the age of  
 3 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

4 I. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
 5 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

6 J. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
 7 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
 8 all times.

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

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

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

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

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

## 22 **XXI. RESEARCH AND PUBLICATION**

23 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a  
 24 result of this Agreement for the purpose of personal publication.  
 25

## 26 **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

27 A. In accordance with the United States Immigration Reform and Control Act of 1986,  
 28 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this  
 29 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the  
 30 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any  
 31 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
 32 identity of their employees and their eligibility for employment in the United States.  
 33

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

1 its contractors or other persons providing services pursuant to this Agreement on behalf of  
2 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
3 Wage.

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

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

11  
12 **XXIII. SEVERABILITY**

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

18  
19 **XXIV. SPECIAL PROVISIONS**

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

- 22 1. Making cash payments to intended recipients of services through this Agreement.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
25 of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
28 CONTRACTOR’s staff, volunteers, or members of the Board of Directors.
- 29 5. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or  
30 services.
- 31 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,  
32 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
33 salary advances or giving bonuses to CONTRACTOR’s staff.
- 34 7. Paying an individual salary or compensation for services at a rate in excess of the current  
35 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
36 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 37 8. Severance pay for separating employees.

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

3 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

17  
18 **XXV. STATUS OF CONTRACTOR**

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

30  
31 **XXVI. TERM**

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

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

3  
4 **XXVII. TERMINATION**

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

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

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

13 1. The loss by CONTRACTOR of legal capacity.

14 2. Cessation of services.

15 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to  
16 another entity without the prior written consent of COUNTY.

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

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

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

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

27 **D. CONTINGENT FUNDING**

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

29 a. The continued availability of federal, state and county funds for reimbursement of  
30 COUNTY’s expenditures, and

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

30  
31 **XXVIII. THIRD PARTY BENEFICIARY**

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

35 //

36 //

37 //





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

3  
4 HORIZON CROSS CULTURAL CENTER  
5

6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
8

9 TITLE: \_\_\_\_\_  
10

11  
12  
13  
14 COUNTY OF ORANGE  
15

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

19 HEALTH CARE AGENCY  
20

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

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

30 DEPUTY  
31  
32  
33  
34

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

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 PEER MENTORING ADULT AND OLDER ADULTS SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 HORIZON CROSS CULTURAL CENTER  
 JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

**I. COMMON TERMS AND DEFINITIONS**

~~—The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement.~~ A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

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

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

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

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

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

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

2. b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence,

(evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

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

~~D. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the Programs.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ~~K~~ 17. Face-to-Face means an encounter between Consumer and provider where they are both  
2 physically present.

3 ~~L~~ 18. FSP

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

14 ~~—M~~ 1) Crisis management;

15 2) Housing Services;

16 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case  
17 management;

18 4) Community-based Wraparound Recovery Services;

19 5) Vocational and Educational services;

20 6) Job Coaching/Developing;

21 7) Consumer employment;

22 8) Money management/Representative Payee support;

23 9) Flexible Fund account for immediate needs;

24 10) Transportation;

25 11) Illness education and self-management;

26 12) Medication Support;

27 13) Co-occurring Services;

28 14) Linkage to financial benefits/entitlements;

29 15) Family and Peer Support; and

30 16) Supportive socialization and meaningful community roles.

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

36 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,  
37 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and

1 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal  
 2 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome  
 3 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased  
 4 employment opportunities and retention, linkage to medical providers, etc.) and become more  
 5 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence by  
 6 progressing to lower level of care or out of the "intensive case management need" category.  
 7 expenditures that are individualized and appropriate to support Consumer's mental health treatment  
 8 activities.

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

14 20. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
 15 provide Consumers and/or their families with immediate assistance, as deemed necessary, for the  
 16 treatment of their mental illness and their overall quality of life. Flexible Funds are generally  
 17 categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous  
 18 expenditures that are individualized and appropriate to support Consumer's mental health treatment  
 19 activities.

20 ~~N~~ 21. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and  
 21 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
 22 services.

23 ~~O. Integrated Records Information System means~~ 22. Intern means an individual  
 24 enrolled in an accredited graduate program accumulating clinically supervised work experience hours as  
 25 part of field work, internship, or practicum requirements. Acceptable graduate programs include all  
 26 programs that assist the student in meeting the educational requirements in becoming a MFT, a licensed  
 27 CSW, or a licensed Clinical Psychologist.

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

32 ~~P. Marriage and Family Therapist means an individual who meets the minimum professional and~~  
 33 ~~licensure requirements set forth in CCR, Title 9, Section 625.~~

34 ~~Q~~ 24. Job Coach/Developer means a specialized position dedicated to cultivating and  
 35 nurturing employment opportunities for the Consumers and matching the job to the Consumer's  
 36 strengths, abilities, desires, and goals. This position will also integrate knowledge about career  
 37 //



1 development and job preparation to ensure successful job retention and satisfaction of both employer and  
2 employee.

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

6 —R 26. Member Advisory Board means a member-driven board which shall direct the  
7 activities, provide recommendations for ongoing program development, and create the rules of conduct  
8 for the program.

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

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

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

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

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

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

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

35 g. Targeted Case Management means services that assist a beneficiary to access needed  
36 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The  
37 service activities may include, but are not limited to, communication, coordination and referral;

1 monitoring service delivery to ensure beneficiary access to service and the service delivery system;  
 2 monitoring of the beneficiary's progress; and plan development.

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

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

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

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

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

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

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

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

37 35. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of



1 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider  
 2 as set forth in HIPAA.

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

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

11 — V. PSC means 38. Pharmacy Benefits Manager means the organization that manages the  
 12 medication benefits that are given to Consumers that qualify for medication benefits.

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

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

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

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

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

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

37 45. PSC means Personal Services Coordinator and refers to an individual who will be part of a

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

9 ~~W. PHI means individually identifiable health information usually transmitted by electronic media,~~  
 10 ~~maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~  
 11 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~  
 12 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~  
 13 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

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

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

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

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

26 ~~1~~ a. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
 27 emotionally healthy way;

28 ~~2~~ b. Home: A stable and safe place to live;

29 ~~3~~ c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
 30 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
 31 and

32 ~~4~~ d. Community: Relationships and social networks that provide support, friendship, love,  
 33 and hope.<sup>22</sup>

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

37 #

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

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

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

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

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

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

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

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**II. BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only.

	<u>TOTAL</u>
ADMINISTRATIVE COST	
<del>Salaries</del>	<del>\$ 92,602</del>
<del>Benefits</del>	<del>32,874</del>
Services and Supplies	<del>17,086</del> \$ 6,493
<del>SUBTOTAL ADMINISTRATIVE COST</del> Indirect Costs	<del>\$ 142,562</del> 132,126
	<u>\$ 138,619</u>
PROGRAM COST	
Salaries	\$ <del>595,972</del> 567,205
Benefits	<del>170,395</del> 185,020
Services and Supplies	<del>176,359</del> 194,444
Flexible Funds	<u>39,600</u>
SUBTOTAL PROGRAM COST	\$ <del>982,326</del> 986,269
TOTAL GROSS COST	\$1,124,888
REVENUE	
MHSA	<u>\$1,124,888</u>
TOTAL REVENUE	\$1,124,888
TOTAL MAXIMUM OBLIGATION	\$1,124,888

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to

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1 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification  
2 Request(s) may result in disallowance of those costs.

3 C. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the Budget  
4 Paragraph of this Exhibit A to the Agreement.

5  
6 **III. PAYMENTS**

7 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
8 \$93,741 per month. All payments are interim payments only, and subject to Final Settlement in  
9 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be  
10 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such  
11 payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of  
12 the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,  
13 state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for  
14 any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

37 //

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

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

6 F. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the  
7 Payments Paragraph of this Exhibit A to the Agreement.

8  
9 **IV. SERVICES**

10 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of services  
11 described herein at the following location, or any other location approved, in advance, in writing, by  
12 ADMINISTRATOR:

13  
14 3707 W. Garden Grove Blvd.  
15 Orange, CA 92868  
16

- 17 1. The facility shall include space to support the services identified within the Agreement.  
18 2. The facility shall maintain regularly scheduled service hours, as approved by  
19 ADMINISTRATOR, and remain open until at least 5:00 p.m. throughout the year; provided, however,  
20 CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and  
21 weekend hours in order to meet member needs.

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

24 B. INDIVIDUALS TO BE SERVED – The target groups for the Adult and Older Adult Peer  
25 Mentoring consist of those adults residing in COUNTY, eighteen to fifty-nine (18 to 59) years of age,  
26 and sixty (60) years and above, who have been diagnosed with a serious mental illness and who may  
27 have a co-occurring disorder, and who are currently hospitalized or have a recent psychiatric  
28 hospitalization. Older Adults who have multiple Emergency Room visits are also eligible for this  
29 program. It is anticipated that the Peer Mentoring program will serve a minimum of five hundred (500)  
30 Consumers and with a goal to serve six hundred sixty (660) Consumers on an annual basis. The  
31 gatekeeper to this program will be the ADMINISTRATOR and all Referrals to this program will be  
32 made through the Administrator.

33 C. SERVICES TO BE PROVIDED

34 1. CONTRACTOR shall provide a Peer Mentoring program that is culturally and linguistically  
35 appropriate while focusing on development of life management skills, independent living skills,  
36 relationship building skills, successful re-integration into the community, and facilitate linkages to  
37 community resources.

1           2. The Peer Mentoring program shall reflect the principles of the Recovery model, fostering  
 2 Consumer empowerment, hope, and an expectation of Recovery from mental illness. The ultimate goal  
 3 is to reduce hospitalization and successfully link to an appropriate level of care within the mental health  
 4 system. Interventions shall focus on increasing self-reliance by building a healthy network of support,  
 5 which may involve the members family, friends, and significant others.

6           3. The philosophy of the Peer Mentoring program shall draw upon cultural strengths and  
 7 utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of  
 8 COUNTY's ethnically and culturally diverse populations. Cultural competence shall be a continuous  
 9 focus in the development of the programming, recruitment, and hiring of staff that speak the same  
 10 language and have the same cultural background of the members that are to be served. This inclusion of  
 11 COUNTY's multiple cultures will assist in maximizing access to services. The ADMINISTRATOR  
 12 may provide training for all staff on cultural and linguistic issues.

13           4. The Peer Mentoring program shall have a Program Manager who shall seek input from  
 14 Consumers, mentors and service providers for ongoing program development. The Program Manager  
 15 shall directly supervise the Lead Peer Mentors and be responsible for ensuring services are in  
 16 collaboration with the Consumer's primary treatment provider.

17           5. CONTRACTOR shall develop training curriculum and procedures for new mentors. The  
 18 curriculum shall include ongoing plans for supervision and support for ~~peer mentors~~ Peer Mentors.

19           6. CONTRACTOR shall provide short-term, field based services which last up to an average  
 20 of sixty (60) days following Admission to the program. It is expected that the majority of the  
 21 interventions will take place in the beginning stages, immediately following the Admission process. It is  
 22 expected that services will gradually taper down, as the Consumers become more actively involved in  
 23 their own Recovery process.

24           7. CONTRACTOR shall provide mentoring services which include but are not limited to the  
 25 following three major components as identified below:

26           a. Education/Advocacy: The mentor program shall provide individual and/or group  
 27 education regarding coping strategies, resources, wellness strategies, and self-advocacy. Mentors shall  
 28 model advocacy skills through family interactions, team meetings and treatment appointments with a  
 29 goal of enhancing individual's motivation and ability to participate in their own treatment.

30           b. Direct Service Supports: The Peer Mentoring program shall include field-based direct  
 31 service supports to address individual Consumer issues which lead to re-hospitalization, isolation, and  
 32 lack of connection to the community. Individual supportive peer counseling shall be offered to promote  
 33 Consumer participation in aftercare, increase motivation, and successfully re-integrate into the  
 34 community. Mentors will provide bridging services such as making initial follow up medical or  
 35 psychiatry appointments, arranging transportation, accompanying individuals to appointments, and  
 36 developing emergency support plans.

37 #



1 c. Resource Assistance: Mentors shall assist with meeting essential basic needs which  
 2 support independent daily living skills. CONTRACTOR shall utilize a needs assessment tool and  
 3 provide a variety of resources for a limited duration, including but not limited to: basic household items,  
 4 food vouchers, clothing vouchers, and transportation. In addition, linkage to long term community  
 5 resources such as food banks, and discounted bus passes will be provided to promote independence.

6 8. CONTRACTOR shall possess the ability to provide or arrange for transportation of  
 7 Consumers to planned activities including but not limited to: physical health care, mental health  
 8 provider, or health care benefits. Consumers shall be encouraged to utilize public transportation or their  
 9 own means of transportation whenever possible.

#### 10 D. FLEXIBLE FUNDS

11 1. CONTRACTOR shall follow the procedures identified below and as specified by  
 12 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support  
 13 funds (Flexible Funds):

14 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
 15 treatment of a Consumer's mental illness and overall quality of life;

16 b. Flexible Funds may be utilized when other community resources such as family/friends,  
 17 food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner,  
 18 or are not appropriate for a Consumer's situation. Peer Mentors will assist individual Consumers in  
 19 exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

20 c. Flexible Funds expenditures for various types of purchases shall be identified as  
 21 allowable, unallowable, or require discussion with ADMINISTRATOR;

22 d. Flexible Funds shall not to be used for housing for Consumers that have not been  
 23 enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by  
 24 ADMINISTRATOR;

25 e. Flexible Funds shall not be given in the form of cash to any Consumer, of the  
 26 CONTRACTOR's program;

27 f. Pre-purchases shall only be for food, transportation, clothing and motels or other  
 28 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

29 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
 30 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card  
 31 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff. Vouchers  
 32 and/or gift cards shall be limited in monetary value to not more than \$25 each, unless otherwise  
 33 approved in advance and in writing, by ADMINISTRATOR.

34 h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature,  
 35 and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall  
 36 be tracked and logged upon purchase and disbursement.

37 #



1 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund  
2 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
3 such as receipts, copies of lease/rental agreements for Consumer housing and general ledgers;

4 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
5 purchases made on behalf of a Consumer and/or Consumer family member(s) in the amount(s) as  
6 determined by ADMINISTRATOR;

7 a. Gift cards and vouchers for Consumers shall be securely stored and documentation of  
8 their disbursement, including end-of-year process accounting for gift cards still in staff possession, shall  
9 be maintained by CONTRACTOR.

10 b. A single Flexible Fund expenditure, in excess of \$500, shall not be made without prior  
11 written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the  
12 \$500 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of  
13 such an expense. Said notification shall include total costs and a justification for the expense. Failure to  
14 notify ADMINISTRATOR within the specified timeframe may result in disallowance of the  
15 expenditure;

16 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
17 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

18 5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form provided  
19 or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
20 CONTRACTOR's monthly Expenditure and Revenue Report. The report shall be submitted to  
21 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
22 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report.

23 6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that  
24 incorporates at a minimum the requirements as specified above. CONTRACTOR shall submit said P&P  
25 to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. If the  
26 Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from  
27 the start of the Agreement, any subsequent Flexible Fund expenditures may be disallowed by  
28 ADMINISTRATOR.

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

32 ~~F. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the~~  
33 ~~COUNTY's New Provider Training.~~

34 //

35 ~~G. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training.~~

36 ~~H. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved~~  
37 ~~by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.~~

1 I. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved  
2 by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with  
3 neighbor complaints, staff contact information available to neighboring residents.

4 J. CONTRACTOR shall attend:

5 1. Meetings requested by ADMINISTRATOR to address any aspect of the services described  
6 in the Services Paragraph of this Exhibit A to the Agreement.

7 2. Monthly COUNTY staff meetings with ADMINISTRATOR to discuss contractual and  
8 other issues related to, but not limited to compliance with P&Ps, statistics and program services.

9 3. CONTRACTOR shall attend meetings and trainings as requested by ADMINISTRATOR.

10 K. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
11 with respect to any individual(s) served under the terms of the Agreement. Further, CONTRACTOR  
12 agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion,  
13 religious creed or cult, denomination or sectarian institution, or religious belief.

14 L. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
15 recording, and reporting portion of the Agreement with COUNTY, including but not limited to the  
16 following. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must  
17 ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated  
18 responsibilities.

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

21 2. Maximize the use of the allocated funds;

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

23 4. Maintain appropriate staffing levels;

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

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

26 7. Track and report expenditures electronically;

27 8. Maintain electronic and telephone communication between key staff and  
28 ADMINISTRATOR; and

29 9. Act quickly to identify and solve problems.

30 M. ADMINISTRATOR shall review extended stays in the program.

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

34 O. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and  
35 COUNTY guidelines and standards. CONTRACTOR shall ensure that all chart documentation is  
36 completed within the appropriate timelines.

37 //

1 P. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
2 welfare of participants, including but not limited to serious physical harm to self or others, serious  
3 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and  
4 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the  
5 quality or accessibility of Person related services provided by, or under contract with COUNTY, as set  
6 forth in the Notices Paragraph of the Agreement.

7 Q. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to establish and achieve  
8 Performance Outcome Objectives, and track and report Performance Outcome Objective statistics in  
9 monthly programmatic reports, as outlined below.

10 1. CONTRACTOR shall track and monitor the number of Referrals received; number of  
11 Referrals assessed; and number of Referrals accepted.

12 2. CONTRACTOR shall track the total number of Consumers served each month, and the  
13 number of contacts provided to each Consumer on a monthly basis.

14 3. CONTRACTOR shall track the length of stay for each Consumer in the program. These  
15 numbers shall be reported monthly.

16 4. CONTRACTOR shall track Consumer satisfaction periodically throughout participation in  
17 the program, and six months following discharge from the program. CONTRACTOR shall track  
18 participation in aftercare, hospitalization status, self-reliance, network of support, and level of integration  
19 into the community upon Admission and periodically throughout participation in the program and six  
20 months following discharge from the program.

21 5. CONTRACTOR, in partnership with ADMINISTRATOR will develop ongoing  
22 measures/outcomes of program target goals as the program moves beyond its implementation phase.

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

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**V. STAFFING**

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

<u>ADMINISTRATIVE</u>	<u>FTEs</u>
<del>—Executive Director</del>	<del>0.20</del>
<del>—Finance Manager</del>	<del>0.50</del>
<del>—IT Director</del>	<del>0.10</del>
<del>—HR Director</del>	<del>0.25</del>
<del>SUBTOTAL ADMINISTRATIVE FTEs</del>	<del>1.05</del>
<u>DIRECT PROGRAM</u>	
Program Manager	<u>1.00</u>
<u>Program Assistant</u>	<u>1.00</u>
Lead Peer Mentor	<u>3.00</u>
Peer Mentor	<del>9.95</del> <u>00</u>
Quality Specialist	<u>1.00</u>
<del>—Office Support</del>	<del>-0.15</del>
<del>SUBTOTAL</del> <u>TOTAL PROGRAM FTEs</u>	<del>15.10</del> <u>00</u>
<del>TOTAL FTEs</del>	<del>16.15</del>

B. Peer Mentor Staff shall be persons with a history of participating in Mental Health Services. Moreover, additional staff may consist of individuals who are professionals that may or may not have a history of participating in Mental Health Services.

C. Executive Director and Program Manager roles and responsibilities shall include, but not be limited to:

1. Implementation, supervision and tracking outcomes of ~~peer mentors~~ Peer Mentors activities and interventions.
2. Maintain ongoing communication with mentors, Consumers, and treatment team on needs assessments, and efficient delivery of services.
3. Research, evaluate, and implement Best Practices as they relate to Peer Mentoring. Programs continued progress towards achieving positive outcomes is the responsibility of the Executive Director and Program Manager.
4. Focus on outcomes and developing systems to measure Recovery as a process (short term goals) and as an outcome (long term goal).

1 5. Submittal of quarterly data to ADMINISTRATOR with verification that outcome data is  
2 correct;

3 6 Development of all P&Ps regarding the Peer Mentoring program.

4 7. Fiscal and programmatic management of the Peer Mentoring operating budget.

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

7 9. Maintain ongoing communication with ADMINISTRATOR in regards to program.

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

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

22 F. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in Recovery.  
23 These individuals shall not be currently receiving services directly from CONTRACTOR.  
24 Documentation may include, but not be limited to, the following: records attesting to efforts made in  
25 recruitment and hiring practices and identification of measures taken to enhance accessibility for  
26 potential staff in these categories.

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

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

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

36 J. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to  
37 adjust the Staffing Paragraph of this Exhibit A to the Agreement.

## **VI. REPORTS**

1  
2 A. CONTRACTOR shall maintain records and make statistical reports as required by  
3 ADMINISTRATOR and the DHCS on forms provided by either agency.

### 4 B. FISCAL

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

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

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

26 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit  
27 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR  
28 no later than the twentieth (20th) day following the end of the month being reported. Programmatic  
29 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of  
30 CONTRACTOR's progress in implementing the provisions of the Agreement, and any pertinent facts or  
31 interim findings, staff changes, status of licenses and/or certifications, changes in population served and  
32 reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their  
33 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state  
34 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,  
35 shall specify what steps are being taken to achieve satisfactory progress.

36 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
37 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as

1 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information  
2 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

3 F. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the Reports  
4 Paragraph of this Exhibit A to the Agreement. ~~VII. Responsibilities~~

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
PEER MENTORING ADULT AND OLDER ADULTS SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
HORIZON CROSS CULTURAL CENTER  
JULY 1, 2014 THROUGH JUNE 30, 2015

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of ~~A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all CONTRACTOR and ADMINISTATOR's P&Ps as related to the services provided in this Exhibit A to the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.~~  
~~B. CONTRACTOR shall ensure that all complete the COUNTY's Annual Provider Training.~~  
~~C. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in the Compliance Paragraph of the Agreement.~~  
~~D. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.~~  
~~E. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents.~~  
~~F. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~  
~~G. CONTRACTOR shall attend:~~  
~~1. Meetings requested by ADMINISTRATOR to address any aspect of the services described in the Services Paragraph of this Exhibit A to the Agreement.~~  
~~2. Monthly COUNTY staff meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with P&Ps, statistics and program services.~~  
~~3. CONTRACTOR shall attend meetings and trainings as requested by ADMINISITRATOR.~~  
~~H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) served under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion,~~



1 ~~religious creed or cult, denomination or sectarian institution, or religious belief.~~

2 ~~I. CONTRACTOR shall provide effective administrative management of the budget, staffing,~~  
3 ~~recording, and reporting portion of the Agreement with COUNTY, including but not limited to the~~  
4 ~~following. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must~~  
5 ~~ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated~~  
6 ~~responsibilities.~~

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

9 ~~2. Maximize the use of the allocated funds;~~

10 ~~3. Ensure timely and accurate reporting of monthly expenditures;~~

11 ~~4. Maintain appropriate staffing levels;~~

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

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

14 ~~7. Track and report expenditures electronically;~~

15 ~~8. Maintain electronic and telephone communication between key staff and~~  
16 ~~ADMINISTRATOR; and~~

17 ~~9. Act quickly to identify and solve problems.~~

18 Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such  
19 terms under HIPAA, the HITECH Act, and their implementing regulations at  
20 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

34 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA  
35 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by  
36 other Federal law(s) and impose more stringent

37 ~~J. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload~~

standards and productivity.

~~K. ADMINISTRATOR shall review Consumer charts to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR P&Ps and any documentation requirements.~~

~~L. ADMINISTRATOR shall review extended stays in the program.~~

~~M. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

~~N. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.~~

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

~~P. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and COUNTY guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

~~Q. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Participants, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY, and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Person related services provided by, or under contract with COUNTY, as set forth in the Notices Paragraph of the Agreement.~~

~~R requirements with respect to privacy of PHI.~~

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

B. DEFINITIONS

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

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

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use

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1 was made in good faith and within the scope of authority and does not result in further use or disclosure  
2 in a manner not permitted under the Privacy Rule.

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

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

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

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

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

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

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

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

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

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

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

27 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
28 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
29 with 45 CFR § 164.502(g).

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

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

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

37 //

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

3 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
4 his or her designee.

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

10 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
11 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

12 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
13 45 CFR § 160.103.

14 16. "Technical safeguards" means the technology and the policy and procedures for its use that  
15 protect electronic PHI and control access to it.

16 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
17 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
18 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
19 HHS Web site.

20 18. "Use" shall have the meaning given to such term under the HIPAA regulations in  
21 45 CFR § 160.103.

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

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

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

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

33 4. ~~CONTRACTOR and ADMINISTRATOR may mutually agree,~~ agrees to mitigate, to the  
34 extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI  
35 by CONTRACTOR in violation of the requirements of this Business Associate Contract.

36 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
37 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.

1 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below  
2 and as required by 45 CFR § 164.410.

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

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

11 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs  
12 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty  
13 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY  
14 in writing, ~~to modify the Responsibilities Paragraph of this Exhibit A to~~ no later than ten (10) calendar  
15 days after said amendment is completed.

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

21 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
22 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
23 and to make information related to such Disclosures available as would be required for COUNTY to  
24 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
25 45 CFR § 164.528.

26 //

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

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

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

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

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

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

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

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

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

#### 34 D. SECURITY RULE

35 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
 36 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
 37 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
 2 CONTRACTOR shall develop and maintain a written information privacy and security program that  
 3 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
 4 CONTRACTOR's operations and the nature and scope of its activities.

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

9 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
 10 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
 11 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
 12 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
 13 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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

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

### 31 E. DATA SECURITY REQUIREMENTS

#### 32 1. Personal Controls

33 a. Employee Training. All workforce members who assist in the performance of  
 34 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI  
 35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
 36 behalf of COUNTY, must complete information privacy and security training, at least annually, at  
 37 CONTRACTOR's expense. Each workforce member who receives information privacy and security



1 training must sign a certification, indicating the member's name and the date on which the training was  
2 completed. These certifications must be retained for a period of six (6) years following the termination  
3 of Agreement.

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

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

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

## 21 2. Technical Security Controls

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

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

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

34 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
36 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
37 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified



1 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the  
2 premises” if it is only being transported from one of CONTRACTOR’s locations to another of  
3 CONTRACTOR’s locations.

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

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

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

26 1) Upper case letters (A-Z)

27 2) Lower case letters (a-z)

28 3) Arabic numerals (0-9)

29 4) Non-alphanumeric characters (punctuation symbols)

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

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

1 twenty (20) minutes of inactivity.

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

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

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

17 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
 18 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
 19 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
 20 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
 21 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
 22 website access, file transfer, and E-Mail.

23 //

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

### 28 3. Audit Controls

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

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

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

#### 5 4. Business Continuity/Disaster Recovery Control

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

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

#### 18 5. Paper Document Controls

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

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

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

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

34 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
35 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
36 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
37 //

1 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the  
 2 intended recipient before sending the fax.

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

#### 10 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

37 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to

1 mitigate harm to Individuals, and to protect against any future Breaches; and

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

4 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
 5 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
 6 COUNTY.

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

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

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

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

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

28 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

#### H. PROHIBITED USES AND DISCLOSURES

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

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

#### I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
PEER MENTORING ADULT AND OLDER ADULTS SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
HORIZON CROSS CULTURAL CENTER  
JULY 1, 2014 THROUGH JUNE 30, 2015

**I. PERSONAL INFORMATION 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, CCC § 1798.29(d).

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

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

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

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

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 CCC § 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 participation with respect to health care providers participating in the program, and statutes or

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

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

6 **B. TERMS OF AGREEMENT**

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

11 **2. Responsibilities of CONTRACTOR**

12 **CONTRACTOR agrees:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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