

11 AGREEMENT FOR PROVISION OF
22 ~~SOCIALIZATION PROGRAM~~ EARLY INTERVENTION SERVICES FOR ~~ISOLATED ADULTS~~
33 ~~AND OLDER ADULTS SERVICES~~

44 BETWEEN
55 COUNTY OF ORANGE

66 AND
77 «UC_NAME_UC_DBA»

88 ~~JULY~~
99 OCTOBER 1, ~~2013~~2014 THROUGH ~~SEPTEMBER~~JUNE 30, ~~2014~~2016

100
111 THIS AGREEMENT entered into this 1st day of ~~July 2013~~October 2014, which date is enumerated
112 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
113 «UC_NAME_UC_DBA», a «CORP_STAT» (CONTRACTOR). This Agreement shall be administered
114 by the County of Orange Health Care Agency (ADMINISTRATOR).

115
116 WITNESSETH:

117
118 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
119 ~~Socialization Program~~ Early Intervention Services for ~~Isolated Adults and~~ Older Adults ~~Services~~
120 described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: ~~July~~ ~~October~~ 1, ~~2013~~ ~~2014~~ through ~~September~~ ~~June~~ 30, ~~2014~~ ~~2016~~

Period One means the period from ~~July~~ ~~October~~ 1, ~~2013~~ ~~2014~~ through June 30, ~~2014~~ ~~2015~~

Period Two means the period from July 1, ~~2014~~ ~~2015~~ through ~~September~~ ~~June~~ 30, ~~2014~~ ~~2016~~

~~Aggregate Maximum Obligation: — \$1,732,772~~

Period One Aggregate Maximum Obligation: \$1,419,500 ~~064,625~~

Period Two Aggregate Maximum Obligation: ~~— 313,272~~ ~~1,419,500~~

~~TOTAL CONTRACT AGGREGATE MAXIMUM OBLIGATION: — \$1,732,772~~

Aggregate Maximum Obligation: \$2,484,125

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: «CONTACT_PERSON»
«CONTACT_TITLE»
«LC_NAME_LC_DBA»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_EMAIL»

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I. ACRONYMS

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

1	A.	AES	Advanced Encryption Standard
2	B.	B. AMHS	Adult Mental Health Services
3	C.	ARRA	American Recovery and Reinvestment Act
4	C.	D. ASIST	Applied Suicide Intervention Skills Training
5	E.	ASO	Administrative Service Organization
6	F.	BBS	Board of Behavioral Sciences
7	G.	BCP	Business Continuity Plan
8	H.	BHS	Behavioral Health Services
9	I.	CAT	Centralized Assessment Team
10	J.	D. CCC	California Civil Code
11	K.	E. CCR	California Code of Regulations
12	FL.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
13	M.	G. CEO	County Executive Office
14	H.	CFR	Code of Federal Regulations
15	IN.	CHHS	California Health and Human Services Agency
16	JO.	CHPP	COUNTY HIPAA Policies and Procedures
17	KP.	CIPA	California Information Practices Act
18	L.	Q. CMPPA	Computer Matching and Privacy Protection Act
19	R.	COPE	Community Parent Education
20	S.	CYS	Child Youth Services
21	T.	D/MC	Drug/Medi-Cal
22	U.	DCR	Data Collection and Reporting
23	V.	DD	Dual Disorders
24	W.	M. COI	Certificate of Insurance
25	N.	DHCS	Department of Health Care Services
26	O.	X. DoD	Department of Defense
27	P.	Y. DRP	Disaster Recovery Plan
28	Z.	Q. DRS	Designated Record Set
29	AA.	DSM	Diagnostic and Statistical Manual of Mental Disorders
30	AB.	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
31	AC.	EBP	Evidence-Based Practice
32	AD.	R. E-Mail	EHR Electronic <u>Health Record</u>
33	AE.	E-Mail	Electronic Mail
34	AF.	FAX	Facsimile Machine

11	AG.	S.	ePHI	Electronic Protected Health Information
22	T.		FIPS	Federal Information Processing Standards
33	AH.	U.	FTE	FSP
				Full Service Partnership
44	AL.		FTE	Full Time Equivalent
55	AJ.	V.	GAAP	General Generally Accepted Accounting Principles Principle
66	W.	AK.	HCA	Health Care Agency
77	AL.	X.	HHS	Health and Human Services
88	AM.	Y.	HIPAA	Health Insurance Portability and Accountability Act of
99			1996,	
100				Public Law 104-191
111	AN.	Z.	HSC	California Health and Safety Code
112	AO.	AA.	ICC	Intensive Care Coordination
113	AB.		ID	Identification
114	AP.	AC.	IEA	Information Exchange Agreement
115	AQ.		LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
116	AR.		MFT	Marriage and Family Therapist
117	AS.		MHP	Mental Health Plan
118	AT.	AD.	ISO	Insurance Services Office
119	AE.		MHS	Mental Health Specialist
200	AU.		MHSA	Mental Health Services Act
221	AV.		NIST	National Institute of Standards and Technology
222	AW.		NOA-A	Notice of Action
223	AX.		NPI	National Provider Identifier
224	AY.		NPP	Notice of Privacy Practices
225	AZ.		OCR	Office for Civil Rights
226	BA.	AF.	OIG	Office of Inspector General
227	BB.	AG.	OMB	Office of Management and Budget
228	BC.	AH.	OPM	Federal Office of Personnel Management
229	BD.		P&P	Policy and Procedure
300	BE.		POMS	Profile of Moods States
311	BF.	AI.	PC	State of California Penal Code
332	BG.	AJ.	PEI	Prevention and Early Intervention
333	AK.		PCP	Primary Care Provider
334	AL.	BH.	PHI	Protected Health Information
335	AM.	BI.	PI	Personal Information
336	BJ.	AN.	PII	Personally Identifiable Information
337	BK.	AO.	P&P	Policy and Procedure

11	AP. PRA	-Public Record Act
22	BL. SRAS	Suicide Risk Assessment Standards
33	BM. SSI	Social Security Income
44	BN. SSA	Social Services Agency
55	BO. AQ. SIR	Self Insured Retention
66	AR. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
77		
88		Act Public Law 111-005
99	BQ. TAY	Transitional Age Youth
100	BR. TTY	Teletypewriter
111	BS. AS. USC	United States Code
112	BT. AT. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA P&Ps relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of

1 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
 2 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
 3 described in ~~subparagraphs~~ Subparagraphs below.

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

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

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

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

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

31 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
 32 provide health care items or services or who perform billing or coding functions on behalf of
 33 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 34 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 35 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 36 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 37 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are

11 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related P&Ps.

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

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

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

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

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

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

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

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

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

47 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;

provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports Report for Period One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or

11 consolidated Cost Report in accordance with all applicable federal, state and county COUNTY
 22 requirements, ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of
 33 this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
 44 centers, services, and funding sources in accordance with such requirements and consistent with prudent
 55 business practice, which costs and allocations shall be supported by source documentation maintained by
 66 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
 77 CONTRACTOR has multiple Agreements for ~~Period One and Period Two, or for a portion thereof, for~~
 88 mental health services that are administered by ADMINISTRATOR HCA, consolidation of the
 99 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
 100 ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later
 111 than five (5) business days following approval by ADMINISTRATOR ADMINISTRATOR of all
 122 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

393 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
 404 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 415 for final settlement to CONTRACTOR for ~~that~~ the period. CONTRACTOR shall document that costs
 426 are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
 437 ~~The~~ The individual and/or consolidated Cost Report shall be the final financial record for subsequent

1 audits, if any.

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

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

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

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

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

33
34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by

11 means of subcontracts, provided such subcontracts are approved in advance, in writing by
 22 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
 33 under subcontract, and include any provisions that ADMINISTRATOR may require.

44 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 55 subcontract upon five (5) calendar day written notice to CONTRACTOR if the subcontract subsequently
 66 fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has
 77 required.

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

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

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

115 116 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

226 227 **IX. EQUIPMENT**

228 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 229 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 300 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 311 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
 332 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 333 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 334 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
 335 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
 336 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 337 depreciated according to GAAP.

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

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

111 //

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

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

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

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

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

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

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

E. QUALIFIED INSURER

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

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

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

Coverage

Minimum Limits

<u>1</u>	Commercial General Liability	\$1,000,000 per occurrence
<u>2</u>		\$2,000,000 aggregate
<u>3</u>		
<u>4</u>	Automobile Liability including coverage	\$1,000,000 per occurrence
<u>5</u>		for owned, non-owned, and hired vehicles
<u>6</u>		
<u>7</u>	Workers' Compensation	Statutory
<u>8</u>		
<u>9</u>	Employers' Liability Insurance	\$1,000,000 per occurrence
<u>10</u>		
<u>11</u>	Professional Liability Insurance	\$1,000,000 per claims made
<u>12</u>		or per occurrence
<u>13</u>		
<u>14</u>	Sexual Misconduct Liability	\$1,000,000 per occurrence
<u>15</u>		

16 G. REQUIRED COVERAGE FORMS

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

19 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
20 CA 0012, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

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

23 #

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

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

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

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

36 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar
37 days' day notice in the event of cancellation and ten (10) calendar days' day notice for non-payment of

1 premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

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

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

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

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

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

20 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

36 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
37 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

11 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 22 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

88 XII. INSPECTIONS AND AUDITS

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

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

224 C. AUDIT RESPONSE

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

300 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
 311 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
 322 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
 333 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 344 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 355 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 366 reimbursement due COUNTY.

377 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file

11 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
 22 may be required during the term of this Agreement.

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

88 **XIII. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 31 available social media sites) in support of the services described within this Agreement, CONTRACTOR
 32 shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable
 33 notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either
 34 directly or indirectly support the services described within this Agreement. CONTRACTOR shall
 35 comply with COUNTY Social Media Use ~~Policy and Procedures~~ P&Ps as they pertain to any social
 36 media developed in support of the services described within this Agreement. CONTRACTOR shall also
 37

11 include any required funding statement information on social media when required by
 22 ADMINISTRATOR.

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

66 **XV. MAXIMUM OBLIGATION**

77 The Total Aggregate Maximum Obligation of COUNTY for services provided in accordance with
 88 all agreements for ~~Socialization Program for Isolated Adults and Older Adults Services during~~ Period
 99 One and Period Two ~~are~~ for Early Intervention Services for Older Adults is as specified in the
 100 Referenced Contract Provisions of this Agreement, ~~except as allowed for in Subparagraph B. below.~~

111 This specific Agreement with CONTRACTOR is only one of several agreements to which this
 112 Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to
 113 CONTRACTOR will be only a fraction of ~~these~~ this Aggregate Maximum ~~Obligations~~ Obligation.

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115 //

116 **XVI. NONDISCRIMINATION**

117 A. EMPLOYMENT

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

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

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

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

136 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 137 and/or subcontractor shall state that all qualified applicants will receive consideration for employment

11 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 22 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 33 Such requirements shall be deemed fulfilled by use of the term EOE.

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

99 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 100 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 111 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 122 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 133 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 144 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 155 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 166 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 177 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or

188 #
 199 changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not
 200 limited to the following based on one or more of the factors identified above:

- 221 1. Denying a client or potential client any service, benefit, or accommodation.
- 222 2. Providing any service or benefit to a client which is different or is provided in a different
 233 manner or at a different time from that provided to other clients.
- 244 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 255 others receiving any service or benefit.
- 266 4. Treating a client differently from others in satisfying any admission requirement or
 277 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 288 any service or benefit.
- 299 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

22 XVII. NOTICES

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by ~~Email~~ E-mail; or

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

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

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

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

88 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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118 //

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

222 2. WRITTEN NOTIFICATION

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

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

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

366 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

337 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in

1 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
2 clients or occur in the normal course of business.

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

7 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

19 //

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

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

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

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

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

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

34 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
35 accordance with the terms of this Agreement and common business practices. If documentation is
36 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
37

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

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

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

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

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

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

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

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

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

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

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

XXI. RESEARCH AND PUBLICATION

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

XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

//

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Funding travel or training (excluding mileage or parking).
 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 3. Payment for grant writing, consultants, certified public accounting, or legal services.
 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
 5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
 6. Providing inpatient hospital services or purchasing major medical equipment.
 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

XXV. STATUS OF CONTRACTOR

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

11 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
22 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
33 subcontractors as they relate to the services to be provided during the course and scope of their
44 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
55 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner
66 to be COUNTY’s employees.

88 **XXVI. TERM**

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

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

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221 **XXVII. TERMINATION**

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

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

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

- 332 1. The loss by CONTRACTOR of legal capacity.
- 333 2. Cessation of services.
- 334 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
335 another entity without the prior written consent of COUNTY.
- 336 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
337 required pursuant to this Agreement.

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

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

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

9 D. CONTINGENT FUNDING

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

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

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

15 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
16 terminate or renegotiate this Agreement upon thirty (30) calendar day's written notice given
17 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
18 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

19 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
20 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole

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23 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
24 term of ~~the~~this Agreement.

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

27 //

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

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

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

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

37 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

~~1~~ client's best interests.

~~2~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
~~3~~ directions provided by ADMINISTRATOR.

~~4~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
~~5~~ supplies purchased with funds provided by COUNTY.

~~6~~ 8. To the extent services are terminated, cancel outstanding commitments covering the
~~7~~ procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
~~8~~ commitments which relate to personal services. With respect to these canceled commitments,
~~9~~ CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
~~10~~ arising out of such cancellation of commitment which shall be subject to written approval of
~~11~~ ADMINISTRATOR.

~~12~~ G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
~~13~~ exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
~~14~~

~~15~~ **XXVIII. THIRD PARTY BENEFICIARY**

~~16~~ Neither party hereto intends that this Agreement shall create rights hereunder in third parties
~~17~~ including, but not limited to, any subcontractors or any clients provided services pursuant to this
~~18~~ Agreement.
~~19~~

~~20~~ **XXIX. WAIVER OF DEFAULT OR BREACH**

~~21~~ Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
~~22~~ subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
~~23~~ Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
~~24~~ default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
~~25~~ Agreement.

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

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44 «UC_NAME_UC_DBA»

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77 BY: _____ DATED: _____

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100 TITLE: _____

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113 BY: _____ DATED: _____

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116 TITLE: _____

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200 COUNTY OF ORANGE

201
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203 BY: _____ DATED: _____

204 HEALTH CARE AGENCY

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207
208 APPROVED AS TO FORM
209 OFFICE OF THE COUNTY COUNSEL
300 ORANGE COUNTY, CALIFORNIA

301
302 BY: _____ DATED: _____

303 DEPUTY

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305 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
306 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
307 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.

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EXHIBIT A
TO ~~THE~~ AGREEMENT FOR PROVISION OF
~~SOCIALIZATION PROGRAM~~ EARLY INTERVENTION SERVICES FOR ~~ISOLATED ADULTS~~
~~AND OLDER ADULTS SERVICES~~
~~WITH~~
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME_UC_DBA»
~~JULY~~ OCTOBER 1, 2013 ~~2014~~ THROUGH ~~SEPTEMBER~~ JUNE 30, 2014 ~~2016~~

I. COMMON TERMS AND DEFINITIONS

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

~~—A~~ 1. Activity Form means a data collection form used to track each activity in which the group and/or individual participate.

2. ASO means a designated organization that oversees and manages the administrative and fiscal functions of a program and/or service by being responsible for quality assurance as reflected in the operations manual, internal controls, audits, implementation and progress of services, evaluation of the selection and delivery of agreed upon services and regular reporting on the outcome of services rendered. It is expected that the ASO is aligned with the general principles and goals of the program and adheres to the County’s protocol and procedures.

3. Admission means completion of the entry and/or intake process for program participants.

4. Assessment means a professional review and evaluation of an individual’s mental health needs and conditions in order to determine the most appropriate course of services.

~~B~~ 5. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

~~—C~~ 6. Behavioral Health Condition means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

7. Case Management means the delivery of individual guidance and support services. Case management services include; but are not limited to, referrals and linkages to needed services such as; resources, coaching, and assistance with translation and transportation.

~~—D~~ 8. Case Management Service Plan means a plan developed to address a participant’s goals and objectives identified during screening and assessment. The plan should include participant developed goals, referrals and linkages to appropriate services, and progress and/or milestones achieved.

9. Community-Defined Practices “validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines

1 a process underway to nationally develop specific criteria by which practices' effectiveness may be
 2 documented using community-defined evidence that eventually will allow the procedure to have an
 3 equal standing with evidence-based practices currently defined in the peer reviewed literature.”
 4 [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental
 5 Health, Prevention And Early Intervention (PEI) Resource Materials.

6 10. Early Intervention means the act of intervening, interfering or interceding at the
 7 manifestation of a behavioral health condition, with the intent of measurably improving the condition, or
 8 to prevent a behavioral health condition from getting worse.

9 11. Education/Skill Building Workshop/Class means a workshop/class conducted which has a
 10 primary focus of providing information and/or teaching a skill.

11 12. Engagement means the process by which a trusting relationship between a worker and
 12 participant is established with the goal to link the participant to appropriate services.

13 13. Enrollment means the data entry of a participant's program information into program's
 14 Prevention and Intervention database for purposes of recording and tracking a participant's involvement
 15 in the program.

16 14. Evidence-based Practice means the range of treatment and services of well-documented
 17 effectiveness. An evidence-based practice has quantitative and qualitative data showing positive
 18 outcomes and has been subject to expert/peer review that has determined that a particular approach or
 19 strategy has a significant level of evidence of effectiveness.

20 15. Evaluation means the systematic investigation of the value and impact of an intervention or
 21 program.

22 —E 16. Family Member means any traditional and/or non-traditional support system, significant
 23 other, or natural support designated by the participant.

24 17. Follow-up means ensuring that the participant has linked to the referred service and/or
 25 successfully transitioned from one service to another.

26 F 18. Group Intervention means the delivery of services to more than one individual or family.

27 —G 19. Health Education means providing information and/or training on one or more health
 28 topics.

29 20. Individual Intervention means any strategies or services rendered to a participant on a
 30 person-to-person level. Examples include, but are not limited to, education, case management,
 31 short-term therapy and life coaching to address individualized goals and objectives.

32 —H 21. Information Dissemination means the distribution of a collection of facts or data.

33 22. Intake means the initial meeting between a participant and a worker to evaluate a
 34 participant's issue(s) of concern and determine how a program could best meet his/her needs.

35 23. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
 36 participant feels about his/her present situation/condition as measured by a validated instrument/scale.

37 24. Linkage means when an individual is connected to programs or services through warm

11 hand-off or follow-up to ensure connection is made.

22 ~~I~~ 25. Media Events means culturally relevant activities conducted by CONTRACTOR which are
33 coordinated with and publicized by the media, including radio and TV appearances.

44 ~~J~~ 26. MHSA means the law that provides funding for expanded community mental health
55 services-~~act~~, also known as “Proposition 63.”

66 ~~K~~ 27. Outreach means contact with potential participants to link them to appropriate behavioral
77 health and supportive services; which may include media-based activities that educate the community
88 about services offered and requirements for participation in the program.

99 ~~L~~ 28. Participant means an individual enrolled in a program who engages in activities aimed at
100 preventing and/or eliminating the development of mental illness.

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112 ~~M~~ 29. Prevention means the group or individual interventions that occur before the initial
113 onset of a behavioral health condition. Prevention promotes positive cognitive, social, and emotional
114 development and encourages a state of well-being that allows the individuals to function well in the face
115 of changing and sometimes challenging circumstances.

116 30. PEI Plan means the most recent County of Orange MHSA Prevention and Early
117 Intervention Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.

118 31. Promising practice means programs and strategies that have some quantitative data showing
119 positive outcomes over a period of time, but do not have enough research or replication to support
120 generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of
121 effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes.
122 [The Association of Maternal and Child Health Programs] cited by California Department of Mental
123 Health, Prevention and Early Intervention (PEI) Resource Materials.

124 32. PHI means individually identifiable health information usually transmitted by electronic
125 media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
126 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
127 to the past, present, or future physical or ~~mental~~ behavioral health-~~or~~ condition of an individual, provision
128 of health care to an individual, or the past, present, or future payment for health care provided to an
129 individual.

130 ~~N~~ 33. PII means any information that could be readily used to identify a specific person, including
131 but not limited to: name, address, telephone number, email address, driver's license number, Social
132 Security number, bank account information, credit card information, or any combination of data that
133 could be used to identify a specific person, such as birth date, zip code, mother's maiden name and
134 gender.

135 ~~O~~ 34. Prevention means the group or individual interventions that occur before the initial onset of
136 a mental health disorder. Prevention promotes positive cognitive, social, and emotional development
137 and encourages a state of well-being that allows the individuals to function well in the face of changing

11 and sometimes challenging circumstances.

22 P 35. Referral means an individual receives information or contacts for services or programs, or
33 an unsuccessful linkage attempt.

44 Q 36. Social Support means assistance that may include companionship, emotional backing,
55 cognitive guidance, material aid and special services.

66 37. SRAS means nationally-recognized practice guidelines, which contain incorporation of the
77 four (4) core principles--Suicidal Desire, Suicidal Capability, Suicidal Intent and Buffers along with the
88 subcomponents in the development of a suicide risk assessment instrument.

99 38. Support Group means a meeting/group, facilitated by program staff, consisting of ~~eight (8)~~
100 ~~to twelve (12)~~ two (2) or more people (~~led by a therapist and or a co-facilitator/survivor~~ number mutually
111 agreed upon in the contract) who have similar experiences and concerns and who meet in order to
112 provide emotional help, advice and encouragement for one another ~~with unconditional support,~~
113 ~~information, and skills.~~

114 39. Telegero-psychiatrist means a board certified psychiatrist who specializes in providing
115 psychiatric services to ~~cope with the psychological stressors and/or loss associated with attempted or~~
116 ~~completed suicide~~ older adults, including services provided over the telephone.

117 R 40. Training means the action or method used to transfer skills and/or knowledge to a target
118 audience.

119 S 41. Train the Trainer means the process in which an individual or group passes on the
200 skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors,
211 mentors, etc., to disseminate information, material, and skills to others.

222 42. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged
223 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help
224 from any traditional mental health service.

225 43. Unduplicated Participant means an individual who is counted only once, despite how many
226 programs the individual is enrolled in during a contractual agreement period. For example; if a
227 participant receives individual and group services, they can only be counted once.

228 44. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill
209 during a contractual agreement period.

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

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II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
145 ADMINISTRATIVE COSTS			
146 — «Admin_Bdgt_Header_1»	«P1_Admin_Sal»\$«	«P2_Admin_Sal»\$«	«Ttl_Admin_Sal»\$«
147 »«ADMIN_SALARIES»	ADM_SAL_1»	ADM_SAL_2»	TTLADM_SAL»
148 — «Admin_Bdgt_Header_2»	«P1_Admin_Ben»«	«P2_Admin_Ben»«	«Ttl_Admin_Ben»«
149 »«ADMIN_BENEFITS»	ADM_BEN_1»	ADM_BEN_2»	TTLADM_BEN»
149 — «Admin_Bdgt_Header_3»	«P1_Admin_SS»«A	«P2_Admin_SS»«A	«Ttl_Admin_SS»«T
200 »«ADMIN_SERV_SUPP»	DM_SS_1»	DM_SS_2»	TLADM_SS»
221 — «Admin_Bdgt_Header_4»	«P1_Admin_Indiree	«P2_Admin_Indiree	«Ttl_Admin_Indiree
222 »«ADMIN_PROF_FEES»	t»«ADM_PROF_1»	t»«ADM_PROF_2»	t»«TTLADM_PRO
223 «ADMIN_IND_COSTS»	«ADM_IC 1»	«ADM_IC 2»	«TTLADM_IC»
224 SUBTOTAL	«P1_Admin_Subt»\$	«P2_Admin_Subt»\$	«Ttl_Admin_Subt»\$
225 ADMINISTRATIVE	«ADM_SUB_1»	«ADM_SUB_2»	«TTLADM_SUB»
226 PROGRAM COSTS			
227 — «Prgm_Bdgt_Header_1»«	«P1_Prgm_Sal»\$«P	«P2_Prgm_Sal»\$«P	«Ttl_Prgm_Sal»\$«T
228 PR_CO_SALARIES»	GM_SAL_1»	GM_SAL_2»	TLPGM_SAL»
229 — «Prgm_Bdgt_Header_2»«	«P1_Prgm_Ben»«P	«P2_Prgm_Ben»«P	«Ttl_Prgm_Ben»«T
229 PR_CO_BENEFITS»	GM_BEN_1»	GM_BEN_2»	TLPGM_BEN»
300 — «Prgm_Bdgt_Header_3»«	«P1_Prgm_SS»«PG	«P2_Prgm_SS»«PG	«Ttl_Prgm_SS»«TT
300 PR_CO_SALARIES2»	M_SS_1»	M_SS_2»	LPGM_SS»
332 — «Prgm_Bdgt_Header_4»«	«P1_Prgm_Subc»	«P2_Prgm_Subc»	«Ttl_Prgm_Subc»
332 PR_CO_SUCON»	«PGM_SUBC 1»	«PGM_SUBC 2»	«TTLPGM_SUBC»
333 SUBTOTAL PROGRAM	«P1_Prgm_Subt»\$«	«P2_Prgm_Subt»\$«	«Ttl_Prgm_Subt»\$
334	PGM_SUB_1»	PGM_SUB_2»	«TTLPGM_SUB»
335 TOTAL GROSS COSTS	«P1_Total_Gross_C	«P2_Total_Gross_C	«Ttl_Total_Gross_C
336	osts»\$«TOTAL_G	osts»\$«TOTAL_G	osts»\$«TTLTOTAL
337	COSTS1»	COSTS2»	_G_COSTS»

11	REVENUE			
22	MHSA	«P1_Funding»\$«RE	«P2_Funding»\$«RE	«Ttl_Funding»\$«TT
33		V_1»	V_2»	L_REV»
44	TOTAL REVENUE			«Ttl_Total_Funding
55		«P1_Total_Funding	«P2_Total_Funding	»\$«TTLREV_TOT
66		\$«REV_TOTA_1»	\$«REV_TOTA_2»	A»
77	MAXIMUM OBLIGATION	«P1_Max_Ob»\$«M	«P2_Max_Ob»\$«M	«Ttl_Max_Ob»\$«T
88		AX_OB_1»	AX_OB_2»	TLMAX_OB»

100 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 111 between programs, or between budgeted line items within a program, for the purpose of meeting specific
 122 program needs or for providing continuity of care to its ~~participants~~ Participants, by utilizing a
 133 Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall
 144 submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for
 155 consideration, in advance, which shall include a justification narrative specifying the purpose of the
 166 request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be
 177 applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain
 188 written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to
 199 implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from
 200 ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in
 211 disallowance of those costs.

222 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 233 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 244 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 255 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 266 be made in accordance with GAAP. The client eligibility determination and the fee charged to and
 277 collected from clients, if applicable, together with a record of all billings rendered and revenues received
 288 from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in
 299 CONTRACTOR’s financial records.

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

333 **III. PAYMENTS**

334 A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~for the months of July through~~
 335 ~~December 2013 at the provisional amount of \$«Arrears_1» per month, and for the months January 2014~~
 336 ~~through September 2014 at the provisional amount of \$«Arrears_2»~~ the provisional amount of
 337 \$«ARREARS_1» per month provided, however, that the total of such payments does not exceed

1 COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the
2 Agreement.

3 B. Monthly payments are interim payments only, and subject to final settlement in accordance with
4 the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay
5 supplemental invoices for any month for which the provisional amount specified above has not been
6 fully paid.

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

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

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

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

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

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

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

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

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IV. SERVICES

11 A. FACILITIES

12 1. CONTRACTOR shall maintain a facility/(ies) for the provision of ~~Socialization Program for~~
 13 ~~Isolated Adults and~~ Early Intervention Services for Older Adults services described herein at the
 14 following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR.
 15 The facility/(ies) shall include space to support the services identified within the Agreement.

16
 17 «FAC_NAME»

18 «FACILITY_ADDR»

19 «FAC_C_S_Z»

20
 21 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
 22 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening
 23 hours until 8:00 p.m. and on weekends in order to accommodate participants unable to participate during
 24 regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's
 25 holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

26 3. CONTRACTOR shall ~~promote participants' access~~ make every reasonable effort to ~~services~~
 27 ~~by providing services~~ provide at least seventy-five (75) percent of all group activities throughout the
 28 county at community in locations ~~beyond~~ other than the designated facility. Other locations may include
 29 but not be limited to ~~private homes~~, schools, apartment complexes, senior centers, worship centers,
 30 parks, offices, and other community locations appropriate for the provision of services.

31 //

32 B. ~~SOCIALIZATION~~ EARLY INTERVENTION SERVICES

33 1. CONTRACTOR shall provide ~~Socialization Program for Isolated Adults and Older~~
 34 ~~Adults~~ Early Intervention services, ~~hereafter referred to as Socialization Services, to target populations~~
 35 adults age 60 and older who reside in Orange County ~~that have been identified by CONTRACTOR as~~
 36 ~~being at risk for isolation and/or depression, and who are homebound and/or in an isolated environment~~
 37 ~~as follows:~~

38 ~~_____ a. Primary isolated, older adults, ages sixty and over; and~~

39 _____ Target populations should include those ~~_____ b. Secondary isolated adults, ages~~
 40 ~~twenty six to fifty nine.~~

41 ~~_____ 2. CONTRACTOR shall make appropriate transportation available to participants who do not~~
 42 ~~have acceptable access to transportation, to take participants to group socialization activities at~~
 43 ~~community senior centers, or other appropriate community events.~~

44 ~~_____ 3. CONTRACTOR shall provide participants with education materials on topics such as~~
 45 ~~isolation, depression, daily functioning, community resources for families and caregivers, and other~~
 46 ~~topics deemed necessary by CONTRACTOR and approved by the ADMINISTRATOR.~~
 47 ~~CONTRACTOR shall also actively educate the community and/or target groups that work with isolated~~

~~11 adults and older adults about the program's nature and scope~~ who are experiencing early onset of a
 22 behavioral health condition or those who are at risk of a behavioral health condition due to being isolated
 33 or unserved/underserved individuals who have not sought out services ~~to promote visibility and access.~~

~~44 4. CONTRACTOR shall encourage the gradual transition of participants from individual to
 55 group activities over a six (6) due to the stigma associated with behavioral health conditions, and/or
 66 cultural/linguistic barriers. Program participation shall range in length depending on the participants'
 77 needs and will be up to twelve (12) month period of time. This transition should progress from one to
 88 one, largely in-home contact with a designated Life Coach, to appropriate activities in group settings,
 99 either in person at a local, community-based socialization center, or via any other approved community
 100 resource that builds socialization opportunities, such as telephonic activity groups. Follow up with
 111 participants shall be conducted at least once within sixty (60) calendar days of the successful transition
 112 to group activities as an ongoing component of program completion, as life circumstances change for
 113 each participant months.~~

~~144 52. CONTRACTOR shall make every reasonable effort to accommodate participants' cultural
 145 and linguistic needs and shall communicate with the other Socialization Services providers should
 146 referrals be lacking or overwhelming, and will seek assistance from the other Socialization Services
 147 providers to obtain or transfer potential participants in need of services. CONTRACTOR shall either
 148 directly offer group activities according to the participant's individualized socialization plan, or refer the
 149 participant to the other Socialization Services providers that offer socialization, education, and/or
 200 support groups.~~

221 3. The CONTRACTOR's program shall include: outreach and education to the community in
 222 order to locate and recruit participants, intake and assessment for eligibility, home visits, development of
 223 case management service plans, referral and linkage to services and resources, educational and skill
 224 building workshops, socialization groups and Telegeropsychiatrist consultations and training for primary
 225 care personnel. CONTRACTOR's program shall include, but is not limited to, provision of the
 226 following service components:

227 a. Outreach: CONTRACTOR shall conduct outreach using multiple strategies to educate,
 228 promote visibility, and provide program and referral information to agencies, service providers and
 229 individuals in the community who work with, come in contact with, or may be aware of isolated older
 300 adults.

311 b. Screening: CONTRACTOR shall conduct initial intake interviews to screen potential
 332 participants via phone or in person within three (3) calendar days of the initial referral to assess the
 333 individual's eligibility for the program. Eligibility criteria includes underserved or unserved individuals
 334 sixty years or older who are experiencing early onset of mental illness or who are at risk for developing
 335 behavioral health conditions due to isolation, lack of support systems or lack of community engagement.
 336 CONTRACTOR shall assign participants to a waiting list if necessary, and shall maintain periodic
 337 contact with waitlisted participants until such time as a staff member can begin face-to-face contact with

11 the participant.

12 c. Assessment: CONTRACTOR shall conduct a comprehensive assessment to evaluate
 13 the participant's strengths, vulnerabilities, interests, behavioral health conditions, levels of functioning,
 14 impairment and socialization, and to collect demographic characteristics using assessment tools
 15 including, but not limited to the Patient Health Questionnaire (PHQ-9), WHO 5 Well-Being Index, and
 16 Social Functioning Survey. An appropriate tool may be substituted upon mutual agreement between
 17 CONTRACTOR and ADMINSTRATOR.

18 d. ~~6. CONTRACTOR shall offer participants who demonstrate a high risk of~~
 19 ~~mental illness~~ Home Visits: CONTRACTOR shall conduct home visits with participants. Home visits
 20 are face-to-face meetings with a Participant and staff member outside of the CONTRACTOR's
 21 designated facility. Home visits shall take place in the participant's home, or if appropriate, at other
 22 locations that may be convenient for the participant. Emphasis should be given to home visits as the first
 23 point of contact into the program. Home visits should continue on a regular basis until the participant is
 24 actively involved in outside activities. Home visits consist of but are not limited to: conducting initial
 25 assessments, creating a service plan with the participant, providing education and resources to the
 26 participant, assisting with life skills development, arranging transportation, and making referrals and
 27 linkages to community resources.

28 e. Case Management Service Plan: CONTRACTOR shall provide case management by
 29 developing a case management service plan for each participant admitted into the program to address
 30 any physical, behavioral, social and environmental needs identified during the initial, comprehensive
 31 screening and assessment. This plan shall include any specific impairments and goals/interventions to
 32 address those barriers or impairments including but not limited to socialization and educational needs,
 33 referrals and linkages to primary care, psychiatric services or any other community services, and other
 34 identifiable issues related to their overall levels of functioning and connection to their communities.
 35 Participants shall be directly involved in the development of their case management service plans.

36 f. Referral and Linkages: CONTRACTOR shall connect participants to community
 37 programs, resources and services through referral and follow-up to ensure connections/linkages have
 38 been made to support services including assisting participants who do not have an existing primary care
 39 physician (PCP) to locate a satisfactory community resource. A referral is the process of directing a
 40 participant to another community service or resource and a linkage is the process of assuring successful
 41 connection to the community service or resource has been made.

42 g. Family Services: CONTRACTOR shall provide education and support for participants'
 43 families, including referrals and linkages to services.

44 h. Educational/Skill Building Workshops: CONTRACTOR shall conduct
 45 educational/skill-building workshops/groups for two (2) or more participants that focus on educational
 46 topics and/or teach a skill to participants. Topics can include but are not limited to behavioral health
 47 well-being and physical health management. Workshops/groups shall be held throughout the County at

11 locations that will connect the participants to programs or community centers in their own communities.

12 i. Socialization Groups: CONTRACTOR shall facilitate socialization groups/activities
 13 for two (2) or more participants to provide an opportunity for social interaction with others. These
 14 groups shall be held throughout the County at locations that will connect participants to programs or
 15 community centers in their own communities.

16 j. Transportation: CONTRACTOR shall provide or facilitate transportation services to
 17 behavioral health support services, group socialization activities and events for participants who do not
 18 have acceptable access to transportation and assist participants in addressing long term transportation
 19 needs (e.g., educate participants about public transportation options, link them to supportive
 20 family/neighbors to assist in transportation, etc.).

21 k. Telegeropsychiatry: CONTRACTOR shall contract with a Telegeropsychiatrist to
 22 consult with program staff regarding participants' psychiatric assessments and evaluations, case
 23 management and liaison activities between participants and primary care physicians, and to educate and
 24 train primary care physicians and medical community staff on assessing, identifying and treating isolated
 25 older adults to reduce the incidence and severity of mental health issues in this population.

26 1) CONTRACTOR shall offer participants who demonstrate a high risk of
 27 behavioral health conditions individualized access to a more intensive assessment of psychosocial
 28 vulnerabilities, and when applicable, shall be encouraged encourage participants to follow-up with an
 29 existing PCP and receive professional consultation support from CONTRACTOR's
 30 telegeropsychiatrist Telegeropsychiatrist.

31 ~~7. CONTRACTOR shall provide assistance for participants who do not have an existing PCP,
 32 to locate a satisfactory community resource, for which the telegeropsychiatrist shall be accessible for
 33 consultation.~~

34 ~~8. CONTRACTOR shall when applicable, actively engage and promote interested participants
 35 in becoming volunteers and provide them with necessary support and opportunities to apply knowledge
 36 and skills learned for the benefits of the participants and the community.~~

37 ~~9. CONTRACTOR shall coordinate with the telegeropsychiatrist to provide trainings for
 38 community PCPs on identifying, treating and referring isolated adults and older adults to reduce the
 39 incidence and severity of mental health issues in this population.~~

40 ~~10. The length of a participant's participation in the program, per the PEI guidelines, shall be
 41 six (6) to twelve (12) months.~~

42 ~~11. CONTRACTOR shall provide the following types of program services:~~

43 ~~a. Outreach~~

44 ~~1) CONTRACTOR shall contact individuals, twenty-six (26) years old and above,
 45 with a special emphasis on those over the age of fifty-five (55), who are homebound and/or living in
 46 isolated environments to assess the potential participant's strengths, vulnerabilities, interests, and
 47 demographic characteristics.~~

~~1) CONTRACTOR shall conduct interviews of individuals by phone or in person, within three (3) calendar days of the initial inquiry.~~

~~2) CONTRACTOR shall conduct individual home visits in order to assess potential participant's strengths, vulnerabilities, interests, and demographic characteristics.~~

~~b. Assessment and Individualized Socialization Plan Development~~

~~1) CONTRACTOR shall use screening tools such as the Patient Health Questionnaire (PHQ-9), WHO-5 Well-Being Index, and the Social Functioning Survey to assess potential participants and to develop the individualized socialization plan.~~

2) CONTRACTOR shall maintain responsibility for those individuals whose vulnerabilities exceed the ~~socialization~~ program's scope, and shall maintain contact with those individuals until CONTRACTOR connects them with other, more appropriate resources.

1. Completion/Discharge: CONTRACTOR shall encourage the gradual transition of participants from individual to group activities during the course of the program. This transition should progress from one-on-one, largely in-home contact with a designated Case Manager and/or Life Coach, to appropriate socialization activities in group settings at community locations designated and facilitated by CONTRACTOR. Participants will receive services ranging from one to twelve months depending on the needs of the participant. Successful completion or discharge will take place when all of the goals in the service plan have been achieved and the mental health status, level of socialization and quality of life of the participant has improved. Participants may also exit the program due to other circumstances such as deteriorating health, relocation, or for voluntary reasons.

m. Follow-Up: CONTRACTOR shall conduct a follow-up with participants within sixty (60) calendar days of the successful transition/discharge out of the program to assess the participant's status and to support the participant's ongoing service plan.

n. Volunteers and Peer Mentors: CONTRACTOR shall recruit volunteers as well as engage and promote participants in becoming volunteers or peer mentors by providing participants with the necessary support and opportunities to apply knowledge and skills learned. Volunteer and Peer mentoring recruitment should include training and a supervision plan.

C. UNITS OF SERVICE

~~1) c. Matching~~

~~1) CONTRACTOR shall pair participants with staff and/or volunteers, and assign participants to a waiting list, if necessary.~~

~~2) CONTRACTOR shall maintain periodic contact with waitlisted participants until such time as a staff member can begin face to face contact.~~

~~d. Activities~~

~~1) CONTRACTOR shall perform activities with participants, to include, but not be limited to, the following:~~

~~a) Community Events participation in organized events where information about~~

- ~~11 the program is shared with other service providers, potential participants and community members.~~
- ~~22 _____ b) Volunteer Hours Hours spent by an individual who provides either direct or~~
- ~~33 supportive services and receives no monetary compensation.~~
- ~~44 _____ c) Home Visit A meeting with a participant outside of the provider's office at a~~
- ~~55 location that is convenient for the participant.~~
- ~~66 _____ d) Resource Linkage When an individual is connected to programs or services~~
- ~~77 through warm hand off or follow up to ensure the connection is made.~~
- ~~88 _____ e) Follow-up A contact made within 60 days of a participant's discharge from~~
- ~~99 the program to support participant's ongoing socialization plan.~~
- ~~100 _____ f) Education/Skills Groups A meeting conducted by your agency of two (2) or~~
- ~~111 more participants which has a focus of providing information and/or teaching a skill.~~
- ~~112 _____ g) Socialization Groups A meeting/group facilitated by your agency, consisting~~
- ~~113 of two (2) or more participants which has a focus of providing an opportunity for the participants to~~
- ~~114 interact/socialize with others.~~
- ~~115 _____ h) Telegeropsychiatrist Consultation Hours Hours of service provided by the~~
- ~~116 telegeropsychiatrist, including consultation with program staff regarding participants, psychiatric~~
- ~~117 assessment and evaluation, case management, education or consultation to PCPs.~~
- ~~118 _____ i) Telegeropsychiatrist PCPs Trained Number of primary care and medical~~
- ~~119 support providers who receive training from the telegeropsychiatrist on assessing, identifying, treating~~
- ~~200 and referring isolated adults and older adults.~~
- ~~221 _____ j) Transportation Trips One-way transportation for which the contractor~~
- ~~222 facilitates or provides the transportation.~~

~~223 _____ 12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units~~
~~224 of service as specified below:~~

226	227	228	229	230	231	232	233	234
	UNIT OF	PERIOD ONE		PERIOD TWO				
	SERVICE							
	CATEGORY							
235	236	237	238	239	240	241	242	243
	—«UOS_Cat_1»=	«P1_UOS_Cat_1»	«No_of_UOS_1»	«P2_UOS_Cat_1»				
	—«UOS_Cat_2»=	«P1_UOS_Cat_2»	«No_of_UOS_2»	«P2_UOS_Cat_2»				
	—«UOS_Cat_3»=	«P1_UOS_Cat_3»	«No_of_UOS_3»	«P2_UOS_Cat_3»				
	—«UOS_Cat_4»=	«P1_UOS_Cat_4»	«No_of_UOS_4»	«P2_UOS_Cat_4»				
	—«UOS_Cat_5»=	«P1_UOS_Cat_5»	«No_of_UOS_5»	«P2_UOS_Cat_5»				
	—«UOS_Cat_6»=	«P1_UOS_Cat_6»	«No_of_UOS_6»	«P2_UOS_Cat_6»				» ²²

~~336~~ — C//
~~337~~ **D. OUTCOME MEASURES**

1. ~~CONTRACTOR~~ Contractor shall ~~track~~ complete all surveys, tools and ~~implement~~ ADMINISTRATOR approved outcome measures across all pre/post tests for measurement of outcomes of services. ~~Outcome measures~~, as requested by the ADMINSTRATOR. Measures shall include, but are not limited to ~~Social Functioning Survey~~, the WHO-5 Well-Being Index, Patient Health Questionnaire (PHQ-9), ~~WHO-5 Well Being Index~~, Social Functioning Survey, Educational Feedback Survey and Participant Satisfaction Survey ~~completed at~~.

2. CONTRACTOR shall strive to meet the following outcome measure goals for their program ~~start, at a designated point in time, and upon completion. After participant exits the program, CONTRACTOR shall follow up to track sustainability of social functioning. For~~ applicable to the population being served:

a. Seventy (70) percent of participants ~~who demonstrate a~~ will increase the level of overall well-being.

b. ~~emotional vulnerability that exceeds the program scope, linkages will~~ Seventy (70) percent of participants will decrease the severity of depressive symptoms.

c. Seventy (70) percent of participants will increase level of social support.

d. A minimum of fifty (50) percent of referrals will result in a linkage to a supportive service.

4. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be ~~made for more intensive intervention~~ entered and analyzed for Participant's level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization.

5. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.

D 6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by ADMINISTRATOR.

7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR.

8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the 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 expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

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	<u>FTEs</u>
«ADMIN»	
«ADMIN_1_1»	«FTE_1_A»
«ADMIN_2_1»	«FTE_2_A»
«ADMIN_3_1»	«FTE_3_A»
«ADMIN_4_1»	«FTE_4_A»
«ADMIN_5_1»	«FTE_5_A»
«ADMIN_6_1»	«FTE_6_A»
«ADMIN_7_1»	«FTE_7_A»
«ADMIN_8_1»	«FTE_8_A»
«ADMIN_9_1»	«FTE_9_A»
«ADMIN_10_1»	«FTE_10_A»
«SUBTOTAL_ADMINISTRATION»	«FTE_SUB_11A»
 PROGRAM	
«PGM_1_1»	«FTE_1_P»
«PGM_2_1»	«FTE_2_P»
«PGM_3_1»	«FTE_3_P»
«PGM_4_1»	«FTE_4_P»
«PGM_5_1»	«FTE_5_P»
«PGM_6_1»	«FTE_6_P»
«PGM_7_1»	«FTE_7_P»
«PGM_8_1»	«FTE_8_P»
«PGM_9_1»	«FTE_9_P»
«PGM_10_1»	«FTE_10_P»
SUBTOTAL PROGRAM	«FTE_SUB_11P»
«SUBCONTRACTOR»	«SUBC_1»
«Sub_SC»	«SUBC_2»

11 TOTAL FTEs »TTL_FTE_1«

12 B. CONTRACTOR shall ensure that staff who provides Early Intervention Services to Older
13 Adults is trained to provide services such as home visits, case management, socialization group
14 facilitation, and group education facilitation and trained to meet the needs specific to the program's
15 target populations.

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

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

30 ~~D~~E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained
31 volunteers and/or interns. ~~CONTRACTOR shall provide ongoing supervision to volunteers and/or~~
32 ~~interns consistent with the prevailing educational and practice standards or as specified by~~
33 ~~ADMINISTRATOR.~~ upon written approval of ADMINISTRATOR

34 ~~E~~ F. CONTRACTOR shall maintain personnel files for each staff member, both administrative
35 and programmatic, which shall include, but not be limited to, an application for employment,
36 qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate
37 and evaluations justifying pay increases.

38 G. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.
39 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The
40 P&Ps shall address at the minimum the following:

- 41 1. Eligibility and selection criteria;
- 42 2. Staff's field/home on-duty conduct and responsibilities;
- 43 3. Supervision plan of staff and equipment including emergency procedure; and
- 44 4. Confidentiality and records keeping.

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

47 ~~F~~I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance,

1 of any new staffing changes; including promotions, temporary FTE changes and internal or external
 2 temporary staffing assignment requests that occur during the term of the Agreement.

3 ~~G~~//

4 J. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
 5 prior to discharging duties associated with their titles and any other training necessary to assist the
 6 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
 7 State and Federal regulatory requirements.

8 K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
 9 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
 10 Supervision methods should include debriefings and consultation as needed, individual supervision or
 11 one-on-one support, and team meetings. Supervision should be provided by a supervisor who has
 12 extensive knowledge regarding behavioral health issues.

13 L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
 14 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
 15 Standards of Care practices, P&Ps, documentation standards and any State regulatory requirements.

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

18 VI. REPORTS

19 A. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
 20 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
 21 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
 22 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
 23 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
 24 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
 25 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth
 26 (20th) calendar day following the end of the month being reported.
 27

28 B. FISCAL

29 #
 30 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 31 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 32 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
 33 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual
 34 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no
 35 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must
 36 request in writing any extensions to the due date of the monthly required reports.

37 //

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested.

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

VII. RESPONSIBILITIES

~~— A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Program P&Ps as referenced in the Agreement.~~

~~— B. CONTRACTOR shall ensure that all staff, interns, and volunteers complete necessary training prior to performing duties associated with their titles and receive scheduled ongoing supervision and support as deemed appropriate. These trainings might include, but not limited to, components as specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to assist ADMINISTRATOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.~~

~~— C. CONTRACTOR shall ensure that CONTRACTOR's program staff, pursuant to the Agreement, complete COUNTY's Annual Compliance Training and attend trainings as requested by ADMINISTRATOR.~~

~~— D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with the Agreement, program services, and performance objectives and outcomes.~~

~~— E. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Effective administrative management shall include,~~

11 but is not limited to the following:

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

44 ~~2. Maximize use of allocated funds;~~

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

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

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

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

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

100 ~~8. Maintain electronic and telephonic communication between key staff and the~~
111 ~~ADMINISTRATOR; and~~

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

113 ~~F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues~~
114 ~~that adversely affect the quality or accessibility of participant related services provided by, or under~~
115 ~~contract with the COUNTY.~~

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

221 ~~H. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or~~
222 ~~volunteers to conduct research activity on participants without obtaining prior written authorization from~~
223 ~~ADMINISTRATOR.~~

224 ~~I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to~~
225 ~~ensure compliance with units of service standards, productivity, and performance measures.~~

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

227 ~~K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&P's.~~

228 ~~L. CONTRACTOR and ADMINISTRATOR may mutually agree in writing, to modify the~~
209 ~~Responsibilities Paragraph of this Exhibit A to the Agreement.~~

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EXHIBIT B

TO THE AGREEMENT FOR PROVISION OF

~~SOCIALIZATION PROGRAM~~ EARLY INTERVENTION SERVICES FOR ~~ISOLATED ADULTS~~

~~AND OLDER ADULTS SERVICES~~

~~WITH~~

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME_UC_DBA»

~~JULY~~ «UC_NAME_UC_DBA»

~~OCTOBER~~ 1, ~~2013~~2014 THROUGH ~~SEPTEMBER~~JUNE 30, ~~2015~~2016

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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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 ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI 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 was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

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

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

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

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

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

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

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

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

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45

11 CFR § 164.501.

12 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in
13 45 CFR § 160.103.—

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

16 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
17 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
18 with 45 CFR § 164.502(g).

19 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
20 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
21 environmental hazards, and unauthorized intrusion.

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

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

26 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy
27 Rule in 45 CFR § 164.103.—

28 12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

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

34 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of ePHI at
35 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

36 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
37 45 CFR § 160.103.

38 16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and
39 control access to it.

40 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
41 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
42 methodology specified by the Secretary of HHS in the guidance issued on the
43 HHS Web site.

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

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

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

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

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

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

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

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

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

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

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

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to

1 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
2 45 CFR- § 164.528.

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

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

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

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

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

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

1 event:

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

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

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

10 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

77 E. DATA SECURITY REQUIREMENTS

88 1. Personal Controls

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

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

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

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

344 2. Technical Security Controls

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

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

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

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

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

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

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

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

1 the standard keyboard:

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

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

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

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

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

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

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

36 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
 37 website access, file transfer, and E-Mail.

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

55 3. Audit Controls

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

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

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

119 4. Business Continuity/Disaster Recovery Control

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

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

132 5. Paper Document Controls

133 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
 134 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
 135 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
 136 that information is not being observed by an employee authorized to access the information. Such PHI
 137 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in

11 baggage on commercial airplanes.

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

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

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

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

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

33 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

47 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably

11 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 22 b. Any other information that COUNTY is required to include in the notification to
 33 Individual -under- 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
 44 promptly thereafter as this information becomes available, even after the regulatory sixty (60) -day
 55 period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 66 1) A brief description of what happened, including the date of the Breach and the date
 77 of the discovery of the Breach, if known;
 88 2) A description of the types of Unsecured PHI that were involved in the Breach (such
 99 as whether full name, social security number, date of birth, home address, account number, diagnosis,
 100 disability code, or other types of information were involved);
 111 3) Any steps Individuals should take to protect themselves from potential harm
 112 resulting from the Breach;
 113 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
 114 mitigate harm to Individuals, and to protect against any future Breaches; and
 115 5) Contact procedures for Individuals to ask questions or learn additional information,
 116 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 117 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
 118 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
 119 COUNTY.
 200 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
 221 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
 222 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F.1 and as
 223 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
 224 disclosure of PHI did not constitute a Breach.
 225 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
 226 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
 227 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
 228 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
 229 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
 300 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
 311 the Breach to COUNTY pursuant to Subparagraph F.2. above.
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 336 8. CONTRACTOR shall continue to provide all additional pertinent information about the
 337 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after

11 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
22 for further information, or follow-up information after report to COUNTY, when such request is made
33 by COUNTY.

44 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
55 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs
66 in
77 addressing the Breach and consequences thereof, including costs of investigation, notification,
88 remediation, documentation or other costs associated with addressing the Breach.

99 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

199 1) The Disclosure is required by law; or

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

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

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

300 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
311 consistent with the minimum necessary P&Ps of COUNTY.

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

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337 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

~~1~~ feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
~~2~~ destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
~~3~~ CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
~~4~~ further Uses and Disclosures of such PHI to those purposes that make the return or destruction
~~5~~ infeasible, for as long as CONTRACTOR maintains such PHI.

~~6~~ 3. The obligations of this Business Associate Contract shall survive the termination of the
~~7~~ Agreement.²²

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EXHIBIT C
TO ~~THE~~ AGREEMENT FOR PROVISION OF
~~SOCIALIZATION PROGRAM~~ EARLY INTERVENTION SERVICES FOR ~~ISOLATED ADULTS~~
~~AND OLDER ADULTS SERVICES~~
~~WITH~~
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME_UC_DBA»
~~JULY~~ OCTOBER 1, ~~2013~~ 2014 THROUGH ~~SEPTEMBER~~ JUNE 30, ~~2014~~ 2016

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

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

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).
3. "CMPPA Agreement" means the CMPPA Agreement between ~~the~~ 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 ~~the~~ 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,

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

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

10 B. TERMS OF AGREEMENT

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

15 2. Responsibilities of CONTRACTOR—

16 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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