

1 AMENDMENT NO. 45 TO CONTRACT FOR PROVISION OF
2 ADULT SUPPORTED EMPLOYMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 GOODWILL INDUSTRIES ORANGE COUNTY
7 JULY 1, 2020 THROUGH JUNE 30, 2023

8
9 THIS CONTRACT entered into this 1st day of July 2020~~23~~ (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and GOODWILL
11 INDUSTRIES ORANGE COUNTY, a California nonprofit corporation, (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
13 “Parties.” This Contract shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

15
16 **W I T N E S S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Adult Supported Employment Services described herein to the residents of Orange County; and

20 WHEREAS, on February 26, 2020, the County’s Health Officer declared a local health emergency
21 in response to the novel coronavirus (named “COVID-19”) emergency and outbreak threat in Orange
22 County, as necessary for the preservation of public health and safety; and

23 WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the
24 local health emergency declared by the County’s Health Officer; and

25 WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to
26 exist in the State of California as a result of the COVID-19 emergency and outbreak; and

27 WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-
28 20, ordering all California residents to heed any orders and guidance of State and local public health
29 officials, including but not limited to imposition of social distancing measures, to control the spread of
30 COVID-19; and

31 WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring
32 a National Emergency Concerning the COVID-19 Outbreak; and

33 WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the
34 State of California and ordered Federal assistance to supplement State and local recovery efforts in the
35 areas affected by the COVID-19 pandemic; and

36 WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency
37 (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides

1 guidance on the availability of federal funding to states and local governments during emergencies
 2 pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act
 3 (Stafford Act); and

4 WHEREAS, the Guide identifies the services described herein as an eligible cost during emergencies;
 5 and

6 WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by
 7 Congress and signed into law by the President of the United States on March 27th, 2020; and

8 WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an
 9 allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as
 10 added by section 5001 of the CARES Act; and

11 WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the
 12 CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that
 13 (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-
 14 19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of
 15 enactment of the CARES Act) for the State or local government; and (3) were incurred during the period
 16 that begins on March 1, 2020, and ends on December 30, 2020; and

17 WHEREAS, County is in need of the services described herein in order to support its efforts to respond
 18 to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any
 19 continuing executive orders and declarations as part of the on-going emergencies; and

20 WHEREAS, the Parties executed Contract No. MA 042-20011549 for Adult Supported Employment
 21 Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$4,113,786
 22 (“Contract”); and

23 WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management
 24 Agency (FEMA) provisions to the Contract for Covid-19 related needs for the term of July 1, 2020
 25 through December 30, 2022 that allowed for invoicing for Covid-19 related expenditures; and

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Federal Award Indirect Rate	Federal Award Amount	R&D Award (Y/N)
21.019	SLT012	Coronavirus Relief Fund (CRF)	US Department of Treasury	4/22/2020	N/A or 10% de minimis rate	\$554,133,765	N

36 WHEREAS, the Parties executed Amendment No. 2 to amend the Exhibit A of the Contract to
 37 modify the Services language to add additional referral sources effective June 1, 2022; and

1 WHEREAS, the Parties executed Amendment No. 3 to amend the Exhibit A of the Contract to
2 modify the language in the Staffing Paragraph effective July 1, 2022; and

3 WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract to
4 modify Paragraph II. Budget for Period Three with no change to the Amount Not To Exceed effective
5 December 6, 2022 for the Contract term of July 1, 2020 through June 30, 2023; and

6 WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Exhibit A and
7 Paragraph VII. and to renew the Contract for two years for County to continue receiving and Contractor
8 to continue providing the services set forth in the Contract.

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2023

Period One means the period from July 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

Period Four means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Not to Exceed Amount:

Period One Costs Not to Exceed: \$1,371,262

Period Two Costs Not to Exceed: 1,371,262

Period Three Costs Not to Exceed: 1,371,262

Period Four Costs Not to Exceed: 1,520,538

Period Five Costs Not to Exceed: 1,520,538

TOTAL NOT TO EXCEED AMOUNT: ~~\$4,113,786~~ 7,154,862

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-8156551

CONTRACTOR TAX ID Number: 95-1644018

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Goodwill Industries of Orange County
410 North Fairview Street
Santa Ana, CA 92703
Contact Name: Elizabeth Jensen, CFO ~~Donald J. Voska, Chief Financial Officer~~

Contact Email: Elizabethj@ocgoodwill.org donv@ocgoodwill.org

I. ACRONYMS

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

6	A. ARRA	American Recovery and Reinvestment Act of 2009
7	B. AES	Advanced Encryption Standard
8	C. ASRS	Alcohol and Drug Programs Reporting System
9	D. BCP	Business Continuity Plan
10	E. CCC	California Civil Code
11	F. CCR	California Code of Regulations
12	G. CD/DVD	Compact Disc/Digital Video or Versatile Disc
13	H. CEO	County Executive Office
14	I. CFR	Code of Federal Regulations
15	J. CHHS	California Health and Human Services Agency
16	K. CHPP	COUNTY HIPAA Policies and Procedures
17	L. CHS	Correctional Health Services
18	M. CIPA	California Information Practices Act
19	N. CMPPA	Computer Matching and Privacy Protection Act
20	O. COI	Certificate of Insurance
21	P. D/MC	Drug/Medi-Cal
22	Q. DHCS	California Department of Health Care Services
23	R. DoD	US Department of Defense
24	S. DPFS	Drug Program Fiscal Systems
25	T. DRP	Disaster Recovery Plan
26	U. DRS	Designated Record Set
27	V. E-Mail	Electronic Mail
28	W. EHR	Electronic Health Records
29	X. ePHI	Electronic Protected Health Information
30	Y. FIPS	Federal Information Processing Standards
31	Z. GAAP	Generally Accepted Accounting Principles
32	AA. HCA	Health Care Agency
33	AB. HHS	Health and Human Services
34	AC. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
35		Law 104-191
36	AD. HITECH Act	Health Information Technology for Economic and Clinical Health
37		Act, Public Law 111-005

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

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract 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 Contract, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of

1 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail
 2 each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
 3 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 4 said persons, shall be immediately given to COUNTY.

6 **IV. COMPLIANCE**

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

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

13 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 14 compliance program, code of conduct and any compliance related policies and procedures.
 15 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 16 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
 17 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
 18 this Contract. These elements include:

- 19 a. Designation of a Compliance Officer and/or compliance staff.
- 20 b. Written standards, policies and/or procedures.
- 21 c. Compliance related training and/or education program and proof of completion.
- 22 d. Communication methods for reporting concerns to the Compliance Officer.
- 23 e. Methodology for conducting internal monitoring and auditing.
- 24 f. Methodology for detecting and correcting offenses.
- 25 g. Methodology/Procedure for enforcing disciplinary standards.

26 3. If CONTRACTOR does not provide proof of its own compliance program to
 27 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
 28 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
 29 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
 30 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
 31 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
 32 ADMINISTRATOR's annual compliance training to ensure proper compliance.

33 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
 34 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
 35 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
 36 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
 37 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a

1 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
 2 proposed compliance program and code of conduct contain all required elements to the
 3 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
 4 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 5 CONTRACTOR shall revise its compliance program and code of conduct to meet
 6 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 7 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

8 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
 9 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
 10 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 11 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
 12 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
 13 Program.

14 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 15 retained to provide services related to this Agreement monthly to ensure that they are not designated as
 16 Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General
 17 Services Administration's Excluded Parties List System or System for Award Management, the Health
 18 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
 19 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
 20 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

34 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 35 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 36 Contract.

37 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to

1 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
2 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
3 of California health programs and have not been excluded or debarred from participation in any federal
4 or state health care programs, and to further represent to CONTRACTOR that they do not have any
5 Ineligible Person in their employ or under contract.

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

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

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

24 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
25 Compliance Training available to Covered Individuals.

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

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

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

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

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

1 CONTRACTOR shall provide copies of the certifications.

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

4 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
5 Individuals relative to this Contract. This includes compliance with federal and state healthcare
6 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
7 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

17 18 **V. CONFIDENTIALITY**

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

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

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

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

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

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2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
3 consultants, subcontractors, volunteers and interns.

4 5 **VI. CONFLICT OF INTEREST**

6 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
7 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
8 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
9 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be
10 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
11 providing or offering gifts, entertainment, payments, loans or other considerations which could be
12 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
13 their duties.

14 15 **VII. COST REPORT**

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

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

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

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2 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
3 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the
4 accurate and complete an individual and/or consolidated Cost Report is delivered to
5 ADMINISTRATOR.

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

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

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

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

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

1 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

17
18 Signed _____
19 Name _____
20 Title _____
21 Date _____"

22
23 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

37 2. If CONTRACTOR is a for-profit organization, any change in the business structure,

1 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 2 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 3 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
 4 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
 5 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

27 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
 28 pursuant to this Contract.

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

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

34 **IX. DISPUTE RESOLUTION**

35
 36 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 37 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a

1 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
2 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

3
4 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
5 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
6 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
7 decision.

8 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
9 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
10 a written statement signed by an authorized representative indicating that the demand is made in good
11 faith, that the supporting data are accurate and complete, and that the amount requested accurately
12 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

13 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
14 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
15 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
16 diligently shall be considered a material breach of this Contract.

17 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
18 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
19 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
20 a final decision adverse to CONTRACTOR's contentions.

21 D. This Contract has been negotiated and executed in the State of California and shall be governed
22 by and construed under the laws of the State of California. In the event of any legal action to enforce or
23 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
24 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
25 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
26 agree to waive any and all rights to request that an action be transferred for adjudication to another
27 county.

28 29 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

1 covered employees, subcontractors, and consultants for the period prescribed by the law.
2

3 **XI. EQUIPMENT**

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

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

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

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

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

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

37 G. Unless this Contract is followed without interruption by another Contract between the parties

1 for substantially the same type and scope of services, at the termination of this Contract for any cause,
 2 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
 3 Contract.

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

7 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

20 **XIII. INDEMNIFICATION AND INSURANCE**

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

31 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
 32 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
 33 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
 34 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
 35 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
 36 //

37 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject

1 to the same terms and conditions as set forth herein for CONTRACTOR.

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

11 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
12 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
13 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
14 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
15 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
16 other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

26 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
27 (INDEMNIFICATION AND INSURANCE) for the full term of this Contract, such failure shall
28 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
29 this Contract.

30 F. QUALIFIED INSURER

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

36 //

37 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

1 Risk Management retains the right to approve or reject a carrier after a review of the company's
2 performance and financial ratings.

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

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

20 H. REQUIRED COVERAGE FORMS

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

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

25 I. REQUIRED ENDORSEMENTS

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

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

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

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

37 a. An Additional Insured endorsement naming the County of Orange, its elected and

1 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

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

8 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
9 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
10 agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**
11 **CONTRACT**.

12 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
13 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
14 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
15 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Contract.

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

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

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

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

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

33 R. SUBMISSION OF INSURANCE DOCUMENTS

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

35 a. Prior to the start date of this Contract.

36 b. No later than the expiration date for each policy.

37 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

1 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

21 **XIV. INSPECTIONS AND AUDITS**

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

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

36 **C. AUDIT RESPONSE**

37 1. Following an audit report, in the event of non-compliance with applicable laws and

1 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
 2 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
 3 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
 4 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

19 **XV. LICENSES AND LAWS**

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

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

- 32 1. ARRA of 2009.
- 33 2. WIC, Division 5, Community Mental Health Services.
- 34 3. WIC, Division 6, Admissions and Judicial Commitments.
- 35 4. WIC, Division 7, Mental Institutions.
- 36 5. HSC, §§1250 et seq., Health Facilities.
- 37 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

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

18 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

19
20 A. Any written information or literature, including educational or promotional materials,
21 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
22 to this Contract must be approved at least thirty (30) days in advance and in writing by
23 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
24 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
25 and electronic media such as the Internet.

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

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

36 //

37 include any required funding statement information on social media when required by

1 ADMINISTRATOR.

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

4
5 **XVII. MAXIMUM OBLIGATION**

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

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

11
12 **XVIII. MINIMUM WAGE LAWS**

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

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

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

27
28 **XIX. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

30 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not
31 unlawfully discriminate against any employee or applicant for employment because of his/her race,
32 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
33 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
34 orientation, or military and veteran status. Additionally, during the term of this Contract,
35 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
36 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
37 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

1 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
2 orientation, or military and veteran status.

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

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

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

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

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

24 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
25 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
26 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
27 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
28 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
29 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
30 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
31 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
32 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
33 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
34 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
35 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
36 or more of the factors identified above:

37 1. Denying a client or potential client any service, benefit, or accommodation.

1 2. Providing any service or benefit to a client which is different or is provided in a different
2 manner or at a different time from that provided to other clients.

3 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
4 others receiving any service or benefit.

5 4. Treating a client differently from others in satisfying any admission requirement or
6 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
7 any service or benefit.

8 5. Assignment of times or places for the provision of services.

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

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

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

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

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

24 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
25 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
26 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
27 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
28 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
29 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
30 with succeeding legislation.

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

36 //

37 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and

1 state law, this Contract may be canceled, terminated or suspended in whole or in part and
 2 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
 3 state or county funds.

4 5 **XX. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

23 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
 24 ADMINISTRATOR.

25 26 **XXI. NOTIFICATION OF DEATH**

27 A. Upon becoming aware of the death of any person served pursuant to this Contract,
 28 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

37 2. WRITTEN NOTIFICATION

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

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

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

12 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

21 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

33 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
34 commencement of the contract, unless a longer period is required due to legal proceedings such as
35 litigations and/or settlement of claims.

36 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
37

1 | billings, and revenues available at one (1) location within the limits of the County of Orange.

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

6 | 1. The medical records and billing records about individuals maintained by or for a covered
7 | health care provider;

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

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

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

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

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

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

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

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

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

30 | **XXIV. RESEARCH AND PUBLICATION**

31 | CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
32 | of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
33 | publication.
34 |

35 | //

36 | //

37 | **XXV. SEVERABILITY**

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

6 7 **XXVI. SPECIAL PROVISIONS**

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

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

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

- 31 1. Funding travel or training (excluding mileage or parking).
- 32 2. Making phone calls outside of the local area unless documented to be directly for the
 33 purpose of client care.
- 34 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 35 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 36 contribute to the quality of services to be provided pursuant to this Contract.
- 37 5. Purchasing or improving land, including constructing or permanently improving any

1 building or facility, except for tenant improvements.

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

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

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

7 8 **XXVII. STATUS OF CONTRACTOR**

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

20 21 **XXVIII. TERM**

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

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

30 31 **XXIX. TERMINATION**

32 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
33 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
34 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
35 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe

36 //

37 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is

1 resolved and/or the Contract could be terminated.

2 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
3 any of the following events:

4 1. The loss by CONTRACTOR of legal capacity.
5 2. Cessation of services.
6 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
7 another entity without the prior written consent of COUNTY.

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

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

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

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

18 C. CONTINGENT FUNDING

19 1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

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

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

28 D. In the event this Contract is suspended or terminated prior to the completion of the term as
29 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
30 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
31 term of the Contract.

32 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

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

1 Contract.

2 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
3 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
4 orderly transfer.

5 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
6 Client's best interests.

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

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

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

17 9. Provide written notice of termination of services to each Client being served under this
18 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
19 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
20 day period.

21 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
22 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
23 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

24
25 **XXX. THIRD PARTY BENEFICIARY**

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

28
29 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

35 //

36 //

37 **PARA XXXII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1
2 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract
3 work which may require or involve the employment of laborers or mechanics shall require or permit any
4 such laborer or mechanic in any workweek in which he or she is employed on such work to work in
5 excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate
6 not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in
7 such workweek.

8 (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the
9 clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor
10 shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the
11 United States (in the case of work done under contract for the District of Columbia or a territory, to such
12 District or to such territory), for liquidated damages. Such liquidated damages shall be computed with
13 respect to each individual laborer or mechanic, including watchmen and guards, employed in violation
14 of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which
15 such individual was required or permitted to work in excess of the standard workweek of forty hours
16 without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

17 (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or
18 upon written request of an authorized representative of the Department of Labor withhold or cause to be
19 withheld, from any moneys payable on account of work performed by the contractor or subcontractor
20 under any such contract or any other Federal contract with the same prime contractor, or any other
21 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held
22 by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities
23 of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause
24 set forth in paragraph (2) of this section.

25 (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set
26 forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to
27 include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for
28 compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)
29 through (4) of this section.

30
31 **PARA XXXIII. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL**
32 **ACT**

33 Clean Air Act

34 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued
35 pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

36 2. The Contractor agrees to report each violation to the County and understands and agrees that the
37 County will, in turn, report each violation as required to assure notification to the Federal Emergency

1 Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000
3 financed in whole or in part with Federal assistance provided by FEMA.

4 Federal Water Pollution Control Act

5 1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued
6 pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

7 2. The Contractor agrees to report each violation to the County and understands and agrees that the
8 County will, in turn, report each violation as required to assure notification to the Federal Emergency
9 Management Agency, and the appropriate Environmental Protection Agency Regional Office.

10 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000
11 financed in whole or in part with Federal assistance provided by FEMA.

12 **PARA XXXIV. SUSPENSION AND DEBARMENT**

13 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As
14 such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §
15 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or
16 disqualified (defined at 2 C.F.R. § 180.935).
17

18 (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C,
19 and must include a requirement to comply with these regulations in any lower tier covered transaction it
20 enters into.

21 (3) This certification is a material representation of fact relied upon by County. If it is later
22 determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,
23 subpart C, in addition to remedies available to County, the Federal Government may pursue available
24 remedies, including but not limited to suspension and/or debarment.

25 (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and
26 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may
27 arise from this offer. The bidder or proposer further agrees to include a provision requiring such
28 compliance in its lower tier covered transactions.

29 **PARA XXXV. BYRD ANTI-LOBBYING AMENDMENT**

30 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

31 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.
32 Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay
33 any person or organization for influencing or attempting to influence an officer or employee of any
34 agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of
35 Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31
36 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in
37

1 connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the
 2 recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute
 3 the certification, as provided in Attachment C.

5 **PARA XXXVI. PROCURMENT OF RECOVERED MATERIALS**

6 i. In the performance of this contract, the Contractor shall make maximum use of products
 7 containing recovered materials that are EPA-designated items unless the product cannot be acquired

8 1. Competitively within a timeframe providing for compliance with the contract performance
 9 schedule;

10 2. Meeting contract performance requirements; or

11 3. At a reasonable price.

12 ii. Information about this requirement, along with the list of EPA- designated items, is available at
 13 EPA's Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)
 14 [procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

15 iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the
 16 Solid Waste Disposal Act.

18 **PARA XXXVII. ACCESS TO RECORDS**

19 (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of
 20 the United States, or any of their authorized representatives access to any books, documents, papers, and
 21 records of the Contractor which are directly pertinent to this contract for the purposes of making audits,
 22 examinations, excerpts, and transcriptions.

23 (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means
 24 whatsoever or to copy excerpts and transcriptions as reasonably needed.

25 (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives
 26 access to construction or other work sites pertaining to the work being completed under the contract.

27 (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor
 28 acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews
 29 by the FEMA Administrator or the Comptroller General of the United States.

31 **PARA XXXVIII. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND** 32 **FLAGS**

33 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of
 34 DHS agency officials without specific FEMA pre-approval.

35 9. Paragraph 38 is added to the Contract as follows:

36 "Compliance with Federal Law, Regulations, And Executive Orders:

37 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the

1 contract. The Contractor will comply with all applicable Federal law, regulations, executive orders,
2 FEMA policies, procedures, and directives.”

3 10. Paragraph 39 is added to the Contract as follows:

4 “No Obligation by Federal Government:

5 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities
6 to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the
7 contract.”

8
9 **PARA XXXIX. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR**
10 **RELATED ACTS**

11
12 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims
13 and Statements) applies to the Contractor’s actions pertaining to this contract .

14
15 **PARA XL. SINGLE AUDIT REQUIRMENT**

16 The Contractor shall retain a licensed certified public accountant, who will prepare an annual Single
17 Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part
18 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
19 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
20 calendar days of receipt.

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

3
4 GOODWILL INDUSTRIES OF ORANGE COUNTY

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
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12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 HEALTH CARE AGENCY

19
20
21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA

24
25
26 BY: _____ DATED: _____

27 DEPUTY

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

AMENDMENT NO. 45 TO EXHIBIT A
 CONTRACT FOR PROVISION OF
 ADULT SUPPORTED EMPLOYMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 GOODWILL INDUSTRIES OF ORANGE COUNTY
 JULY 1, 2020 THROUGH JUNE 30, 2025

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 Contract.

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

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

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

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

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

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

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

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

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

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

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

19 9. Client or Consumer or Participant means an individual, referred by COUNTY or enrolled in
 20 CONTRACTOR's program for services under the Contract, who experiences chronic mental illness.

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

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

27 12. Data Collection System means software designed for collection, tracking and reporting
 28 outcomes data for Consumers enrolled in the FSP Programs.

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

31 b. Data Certification means the process of reviewing State and COUNTY mandated
 32 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the
 33 data is accurate.

34 c. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 35 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 36 working on strategies for gathering new data from the Consumers' perspective which will improve
 37 understanding of Consumers' needs and desires towards furthering their Recovery. This individual will

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

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

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

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

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

22 15. Engagement means the process by which a trusting relationship between worker and
 23 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
 24 Engagement of Consumer(s) is the objective of a successful Outreach.

25 16. Face-to-Face means an encounter between Consumer and provider where they are both
 26 physically present.

27 17. FSP

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

37 //

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

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

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

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

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

7 20. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and
8 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
9 services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 39. Plan Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention
4 and case management services to those Consumers who seek services in the COUNTY operated
5 outpatient programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

15 d. Community: Relationships and social networks that provide support, friendship, love,
 16 and hope.

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

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

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

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

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

36 55. Vocational/Educational Specialist means a person who provides services that range from
 37 pre-vocational groups, trainings and supports to obtain employment out in the community based on the

1 Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
 2 on one" vocational counseling and support to Consumers to ensure that their needs and goals are being
 3 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide
 4 them with the knowledge and resources to achieve the highest level of vocational functioning possible.

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

8 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 9 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

10 **II. BUDGET**

11 A. The following budget is set forth for informational purposes only and may be adjusted by
 12 mutual Contract, in writing, by ADMINISTRATOR and CONTRACTOR.
 13

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
14 ADMINISTRATIVE COSTS				
15 Indirect Costs	\$ 123,388	\$ 123,388	\$ 123,388	\$ 646,624
16 SUBTOTAL				
17 ADMINISTRATIVE COST	\$ 123,388	\$ 123,388	\$ 123,388	\$ 646,624
18 PROGRAM COST				
19 Salaries	\$ 882,783	\$ 882,783	\$ 882,783	\$4,563,033
20 Benefits	141,527	141,527	141,527	819,589
21 Services and Supplies	215,614	215,614	215,614	646,842
22 Flexible Funds	\$ 7,950	\$ 7,950	\$ 7,950	\$ 39,750
23 SUBTOTAL PROGRAM				
24 COST	\$1,247,874	\$1,247,874	\$1,247,874	\$6,508,238
25 GROSS COST	\$1,371,262	\$1,371,262	\$1,371,262	\$7,154,862
26 REVENUE				
27 MHSA	\$1,371,262	\$1,371,262	\$1,371,262	\$7,154,862
28 TOTAL REVENUE				
29 TOTAL BUDGET	\$1,371,262	\$1,371,262	\$1,371,262	\$7,154,862

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	<u>PERIOD</u>	<u>PERIOD</u>
	<u>FOUR</u>	<u>FIVE</u>
<u>ADMINISTRATIVE COSTS</u>		
<u>Indirect Costs</u>	<u>\$ 138,230</u>	<u>\$ 138,230</u>
<u>SUBTOTAL</u>		
<u>ADMINISTRATIVE COST</u>	<u>\$ 138,230</u>	<u>\$ 138,230</u>
<u>PROGRAM COST</u>		
<u>Salaries</u>	<u>\$ 957,342</u>	<u>\$ 957,342</u>
<u>Benefits</u>	<u>197,504</u>	<u>197,504</u>
<u>Services and Supplies</u>	<u>219,512</u>	<u>219,512</u>
<u>Flexible Funds</u>	<u>\$ 7,950</u>	<u>\$ 7,950</u>
<u>SUBTOTAL PROGRAM</u>		
<u>COST</u>	<u>\$1382,308</u>	<u>\$1382,308</u>
<u>GROSS COST</u>	<u>\$1,520,538</u>	<u>\$1,520,538</u>
<u>REVENUE</u>		
<u>MHSA</u>	<u>\$1,520,538</u>	<u>\$1,520,538</u>
<u>TOTAL REVENUE</u>		
<u>TOTAL BUDGET</u>	<u>\$1,520,538</u>	<u>\$1,520,538</u>

B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its Participants ~~Clients~~. CONTRACTOR's application shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to future years. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by CONTRACTOR.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

1 Budget Paragraph of this Exhibit A to the Contract.
2

3 **III. PAYMENTS**

4 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
5 ~~\$114,271~~ 126,711 per month for Period One, Period Two, ~~and~~ Period Three, Period Four and Period
6 Five. All payments are interim payments only, and subject to Final Settlement in accordance with the
7 Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual
8 cost of providing the services hereunder; provided, however, the total of such payments does not exceed
9 the Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the
10 Contract, and, provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state and
11 COUNTY regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any
12 month for which the provisional amount specified above has not been fully paid.

13 1. In support of the monthly invoice, CONTRACTOR shall submit a monthly Expenditure
14 and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
15 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
16 CONTRACTOR as specified in Subparagraphs A.2. and A.3. below.

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

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

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

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

35 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
36 with any provision of the Contract.

37 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration

1 and/or termination of the Contract, except as may otherwise be provided under the Contract, or
2 specifically agreed upon in a subsequent Contract.

3 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 Payments Paragraph of this Exhibit A to the Contract.

6 IV. SERVICES

7 A. FACILITIES

8 1. CONTRACTOR shall maintain two (2) facilities at the following locations or any other
9 locations approved by ADMINISTRATOR:

11 <u>North Region</u>	11 <u>South Region</u>
12 2250 S. Yale St., #A	12 23871 Via Fabricante, Suite 401
13 Santa Ana, CA 92704	13 Mission Viejo, CA 92691

14
15 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
16 throughout the year, and maintain the capability to provide services during evening hours on weekdays,
17 and on weekends, when necessary, in order to accommodate Participants. CONTRACTOR's
18 holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in
19 writing by ADMINISTRATOR.

20
21 B. PERSONS TO BE SERVED – Seriously and persistently mentally ill adults eighteen (18) years
22 and older who are legally residing in Orange County and who require job assistance to obtain
23 competitive or volunteer employment. Direct referrals shall be made to the Supported Employment
24 Program from COUNTY and contracted Outpatient and Recovery programs, Full Service Partnerships,
25 and select Prevention and Intervention and Innovations programs, and Participants referred from
26 these programs and enrolled in the Supported Employment program must be engaged in mental health
27 services during their entire enrollment in the program, and must have an assigned Plan Coordinator or
28 Personal Services Coordinator who will collaborate with the Supported Employment staff to assist with
29 behavioral or treatment issues that may arise with their Participants. In addition,
30 Participants may be directly referred to the program from each of the county-contracted Wellness
31 Centers, including Wellness Center Central, Wellness Central South, and Wellness Center West.
32 Individuals referred from the Wellness Centers are not required to be in services or have a Plan
33 Coordinator or Personal Services Coordinator while enrolled in the Supported Employment program.

34 C. SERVICES

35 1. CONTRACTOR shall provide Supported Employment Services for individuals who require
36 job assistance to obtain competitive or volunteer employment, utilizing a team approach, comprised of
37 Employment Specialists and Peer Support Specialists, to be referred to as the Employment Team.

1 a. The Employment Specialist (ES) will be responsible for providing time limited, one-
 2 on-one vocational support, which will include job related and/or volunteer instructional strategies,
 3 assistance with production demands, mobility training, quality assurance, role modeling, behavior
 4 intervention, business interactions, problem resolution, and advocacy. The ES will also work closely
 5 with Participants ~~Clients~~ on productivity level, work competencies and perfecting business etiquette, and
 6 shall provide, in conjunction with the Peer Support Specialist, daily coaching on grooming, time
 7 management, and strategies for coping with work performance anxiety.

8 b. The Peer Support Specialist (PSS) shall be an individual with lived experience from the
 9 recovery of behavioral health and substance use challenges, plus skills learned in formal training, and/or
 10 professional roles, to deliver services in a behavioral health setting to promote mind-body recovery and
 11 resiliency. The PSS, as part of the Employment Team, will work with Participants ~~Clients~~ who are
 12 working and/or volunteering in the community, in developing job skills through sharing his/her lived
 13 experiences, within the principles of hope, equality, respect, personal responsibility, and self-
 14 determination. The PSS works with the ES in helping the client identify areas of need for development.
 15 The PSS may use techniques such as role modeling, field mentoring, mutual support, and others that
 16 foster independence. The PSS will also be responsible for working with Participants ~~Clients~~ in preparing
 17 for job placement, ensuring job retention, ensuring the quality of work at job sites, and strengthening
 18 partnerships with employers and referring clinics.

19 2. Supported Employment Services shall include, but are not limited to:

20 a. Vocational Services: CONTRACTOR shall provide an array of vocational services and
 21 job training to prepare Participants ~~Clients~~ for part-time or full-time competitive employment or
 22 education services, and in some cases for volunteer work. CONTRACTOR shall encourage
 23 Participants ~~Clients~~ to engage in a number of activities, such as General Education Degree (GED)
 24 preparation using established computer programs, linkage to colleges, vocational, and adult schools.
 25 Peer Support Specialists may be used to work with the client in a specific goal that would address the
 26 Participant's ~~Client's~~ hesitation in pursuing the Participants ~~Clients~~ continuing educational goals.
 27 CONTRACTOR shall develop an individual plan with each Participant ~~Client~~ and shall provide the
 28 Participants ~~Clients~~ with information that consists of workbook exercises, videos, classroom instruction,
 29 and exercises in order for them to learn and/or improve their job seeking and interpersonal
 30 communication skills. Vocational services shall include, but not be limited to the following:

31 1) Interviewing Techniques – Develop resumes, cover letter and references,
 32 interviewing assistance, positive word/phrases for presentation, interview questions, interviewing
 33 exercises, video presentations, verbal and nonverbal communication during interviews, self-marketing
 34 techniques, and appreciation correspondence;

35 2) Job Search Techniques – Employment Specialists shall meet regularly with
 36 Participants ~~Clients~~ and provide training that includes, but is not limited to: setting occupational goals,
 37 job search methods, job leads and follow-ups, telephone training, applications and faxing;

1 3) Life Skills – Provide training to Participants ~~Clients~~ to develop skills on
2 dependability, making emergency arrangements, time management, and financial management;

3 4) Interpersonal Communication Skills – Work with Participants ~~Clients~~ on
4 appropriate communication, positive attitudes and relationships, listening skills, decision-making, goal-
5 setting, stress management, anger management and constructive feedback;

6 5) Job Placement – CONTRACTOR shall place Participants ~~Clients~~ in either
7 volunteer, or competitive employment jobs that best reflect their interests, aptitudes, transportation
8 needs, work schedule and access requirements. Prior to entering the competitive employment arena,
9 CONTRACTOR may place Participants ~~Clients~~ in volunteer positions to “try out” employment roles
10 while being supported by the Employment Team. CONTRACTOR shall identify volunteer positions
11 that offer flexible work schedules as an additional incentive of getting Participants ~~Clients~~ to work, or
12 back to work. CONTRACTOR shall train Participants ~~Clients~~ as needed on how to use resources such
13 as: newspapers; browse, print and record job leads from various web sites on the Internet.
14 Participants ~~Clients~~ will record their job leads and provide it to their assigned Employment Specialist;

15 6) ~~Group support and tutorial classes—Provide GED and keyboarding classes; Group~~
16 ~~support and tutorial classes – Provide GED and keyboarding classes; Job Club - CONTRACTOR shall~~
17 ~~offer one (1) Job Club per month. Job Club will consist of a wide range of topics pertaining to~~
18 ~~employment activities, offering tips and suggestions about seeking, obtaining, and maintaining~~
19 ~~employment. Job Club will be open to enrolled and non-enrolled Participants. CONTRACTOR shall~~
20 ~~seek to establish collaborative partnerships with COUNTY and COUNTY-contracted programs;”~~

21 7) Community Employer Outreach - Work with Participants ~~Clients~~ and potential
22 employers in the community, and in all regions of the County to locate potential volunteer and paid
23 employment positions;

24 8) On-the-Job Support – Each Participant ~~Client~~ placed shall receive ongoing support
25 from the Employment Team which shall include, but not be limited to: modeling appropriate behavior;
26 participating in the training of the Participant ~~Client~~ to ensure a foundational grasp of job
27 responsibilities; communicating regularly with job site staff to recognize and address Participant ~~Client~~
28 successes and challenges; providing consistent encouragement; and practicing conflict resolution; and

29 9) Graduation – Upon successful placement in either volunteer or competitive
30 employment for at least 90 days, Participants ~~Clients~~ will be given the opportunity to consult with their
31 employers, Employment Team, and other support persons to determine if they are ready to graduate
32 from CONTRACTOR’s program and no longer receive supported employment services. If the
33 Participant ~~Client~~ and other involved parties agree that the Participant ~~Client~~ is able and willing to
34 proceed with employment without the support of the Employment Team, Participant ~~Client~~ shall be
35 eligible to graduate from the program and CONTRACTOR shall hold periodic graduation ceremonies
36 and present them with a certification of completion. If the Participant ~~Client~~ is graduating from the
37 program after successfully completing placement in a volunteer position, they are automatically eligible

1 for enrollment and training for a competitive employment position without the need for an additional
 2 referral from their Plan Coordinator or PSC. For any ParticipantClient that completes the 90-day period
 3 in a volunteer placement and does not wish to continue into competitive employment, the
 4 ParticipantClient would graduate from the program and may re-enroll at a later time for competitive
 5 employment. If the ParticipantClient continues on to competitive employment after completing the 90-
 6 day volunteer placement, the ParticipantClient would graduate once at the end of the 90-day
 7 employment placement. The ES shall contact the Plan Coordinator or PSC and inform them of the
 8 Participant'sClient's decision to pursue competitive employment.

9 10) Post-Graduation – Within six (6) months of graduation from the program, from
 10 either a volunteer or competitive placement, if the ParticipantClient would like to or is deemed in need
 11 of further Supported Employment services to maintain their employment, the ParticipantClient may be
 12 re-enrolled in the program, with approval from applicable staff and their assigned Plan Coordinator or
 13 PSC, without the need for a new referral. ParticipantClient must continue to be receiving mental health
 14 services to be eligible to re-enroll in the program. After six (6) months post-graduation, the
 15 ParticipantClient may only return to the program and re-enroll to receive Supported Employment
 16 services with approval and re-referral by their assigned Plan Coordinator or PSC.

17 2. CONTRACTOR shall provide program presentations to all County and contractor-operated
 18 clinics, Recovery Centers, Full Service Partnerships, Prevention and Intervention, and Innovation
 19 programs as identified by County. As a follow-up to program presentations, CONTRACTOR shall, at a
 20 minimum, communicate directly with Service Chiefs or Program Directors from referring agencies on a
 21 monthly basis, to maintain relationships and discuss status of referrals and to strategize how to maintain
 22 or increase the level of referrals to the Supported Employment program, and how the programs can best
 23 support each other and their ParticipantsClients in the area of employment.

24 3. CONTRACTOR shall track and monitor, on a monthly basis, the number of newly enrolled
 25 ParticipantsClients, carryover ParticipantsClients from previous months, successful competitive and
 26 volunteer placements both full and part-time, types of placements (clerical, customer service, etc.),
 27 number of days able to maintain employment pre- and post- enrollment, and average wage.

28 4. CONTRACTOR shall identify the specific reasons for ParticipantClient disenrollment and
 29 discharge from the program prior to graduation, and identify the steps taken with each ParticipantClient
 30 to maintain their enrollment in the program.

31 5. CONTRACTOR shall provide a weekly Referral Log that includes, but is not limited to, the
 32 following: ParticipantClient name; date of birth; referral date; referral source and contact; date
 33 ParticipantClient contacted for enrollment; enrollment, placement, graduation, inactive, and discharge
 34 date; including the reason for discharge.

35 6. CONTRACTOR shall provide a weekly Caseload Report, provided by COUNTY, that
 36 identifies the current caseload for each Employment Specialist and Senior Employment Specialist, as
 37 well as which caseload the Peer Support Specialists are supporting. The Caseload Report will identify

1 the status of each client enrolled in both the North and South programs, which shall include the
2 following:

3 //

- 4 a. Participants' ~~Client's~~ first and last name
- 5 b. City of residence
- 6 c. Referring agency
- 7 d. Assigned PC or PSC
- 8 e. Referral date
- 9 f. Enrollment date
- 10 g. Employment status – Full Time or Part Time
- 11 h. Placement date
- 12 i. Graduation date
- 13 j. Additional comments specific to each client as required

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

17 D. CONTRACTOR shall maintain regular communication with Participant's ~~Client's~~ Plan
18 Coordinator or PSC and facilitate coordination of services.

19 E. ADMINISTRATOR shall periodically review individual Participant ~~Client~~ employment plans
20 and their progress to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR P&Ps
21 and any documentation requirements.

22 F. ADMINISTRATOR shall review and approve all pending discharges from the program.

23 G. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

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

25 I. PERFORMANCE OUTCOMES

26 1. CONTRACTOR shall enroll and provide Supported Employment Services to a minimum of
27 two hundred twenty-five (225) Participants ~~Clients~~ in the North Region program and one hundred (100)
28 Participants ~~Clients~~ in the South Region program.

29 2. Of the total Participants enrolled, program will ensure that no more than 25% of those
30 individuals will be discharged for reason of non-participation. ~~CONTRACTOR shall achieve greater~~
31 ~~than seventy five percent (75%) retention rate for Clients enrolled in the program by utilizing a~~
32 ~~thorough screening process and support from the Peer Support Specialists to ensure that Clients are not~~
33 ~~discharged from the program for non-participation prior to obtaining either volunteer or competitive~~
34 ~~employment.~~

35 3. CONTRACTOR shall ensure that a minimum of thirty-five (35%) percent of the combined
36 three hundred twenty-five (325) Participants ~~Clients~~ referred to and enrolled in the program are
37 successfully placed in either volunteer or competitive employment during the term of the Contract.

1 CONTRACTOR understands and agrees that this is a minimum requirement, and shall make every
2 effort to exceed this minimum.

3 4. CONTRACTOR shall maintain an average time-to-placement into employment as follows:

4 a. Volunteer Employment – eight (8) weeks from the time of enrollment.

5 b. Competitive Employment – sixteen (16) weeks from the time of enrollment.

6 5. CONTRACTOR shall implement a Satisfaction Survey to assess the effectiveness of the
7 program and to ensure the needs of the Participants Clients enrolled in the program are met. Survey
8 results shall be analyzed to identify both strengths and weaknesses of the program, and be used to refine
9 program structure as required to ensure the most effective and appropriate services are being provided.

10 6. Ninety-five percent (95%) of the Participants Clients who have successfully graduated from
11 the program shall report an improved quality of life.

12 J. FLEXIBLE FUNDS

13 1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
14 appropriate for the treatment of Participant's Client's mental illness and overall quality of life;

15 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
16 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
17 CONTRACTOR's monthly Expenditure and Revenue Report;

18 3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds
19 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the
20 Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no
21 later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been
22 approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds
23 expenditures may be disallowed by ADMINISTRATOR;

24 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
25 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
26 Funds P&P training for each staff member that utilizes Flexible Funds for a Participant Client; and

27 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

28 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
29 what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible
30 Funds shall be individualized according to Participant's Client's needs. Include a sample listing of
31 certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

32 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
33 expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This
34 may include procedures for check requests/petty cash, or other methods of access to these funds;

35 c. Identification of the process for documenting and accounting for all Flexible Funds
36 expenditures, which shall include, but not be limited to, retention of comprehensible source
37 documentation such as receipts, copy of Participant's Client's lease/rental agreements, general ledgers,

1 and needs documented in Participant's ~~Client's~~ master treatment plans;

2 d. Statement indicating that Flexible Funds may be utilized when other community
3 resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in
4 a timely manner, or are not appropriate for a Participant's ~~Client's~~ situation. CONTRACTOR will assist
5 Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

6 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000,
7 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,
8 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify
9 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
10 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
11 may result in disallowance of the expenditure;

12 f. Statement that pre-purchases shall only be for food, transportation, and clothing, as
13 required and appropriate;

14 g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers
15 and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all
16 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
17 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
18 twenty-five (\$25) each;

19 h. Statement indicating that Flexible Funds are not to be used for housing for
20 Participants ~~Clients~~;

21 i. Statement indicating that Flexible Funds shall not be given in the form of cash to any
22 Participants ~~Clients~~ either enrolled or in the outreach and engagement phase of CONTRACTOR's
23 program; and

24 j. Identification of procedure to ensure secured storage and documented disbursement of
25 gift cards and vouchers for Participants ~~Clients~~, including end of year process accounting for gift cards
26 still in staff possession.

27 K. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
28 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
29 this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
30 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
31 institution, or religious belief.

32 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
33 Services Paragraph of this Exhibit A to the Contract.

34 **V. STAFFING**

35
36 A. CONTRACTOR shall provide the following staffing, expressed in FTEs, which shall be equal
37 to an average of forty (40) hours per week, to provide Supported Employment services:

	DIRECT PROGRAM	FTEs
1		
2		
3	Senior Program Manager	1.00
4	Program Manager	1.00
5	Administrative Assistant	0.60 0.7
6		<u>5</u>
7	Data Analyst	1.00
8	Enrollment Coordinator	1.00
9	Senior Employment Specialist	1.00
10	Employment Specialist	9.00
11	Peer Support Specialist	3.00
12	Receptionist	1.00
13		
14	TOTAL PROGRAM FTEs	18. 60 <u>75</u>
15		

B. WORKLOAD STANDARDS

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

20 2. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider
21 Training and Annual Compliance Training.

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

25 4. ADMINISTRATOR shall assist CONTRACTOR in monitoring compliance with staff
26 workload standards and productivity.

27 5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
28 languages as determined by ADMINISTRATOR. Salary savings resulting from vacant positions may
29 not be used to cover costs other than salaries and employee benefits unless otherwise authorized in
30 writing, in advance, by ADMINISTRATOR.

31 6. CONTRACTOR shall make its best efforts to provide services pursuant to the Contract in a
32 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
33 shall maintain documentation of such efforts which may include, but not be limited to: records of
34 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
35 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
36 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

37 7. CONTRACTOR shall recruit, hire, train and maintain staff, as applicable, who are

1 Participants ~~Clients~~, former Participants ~~Clients~~ or family members and who are qualified for the
 2 position(s) sought. Documentation may include, but not be limited to, the following: records attesting
 3 to efforts made in recruitment and hiring practices, and identification of measures taken to enhance
 4 accessibility for potential staff in these categories.

5 8. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
 6 written approval of ADMINISTRATOR.

7 9. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
 8 but not be limited to, an application for employment, qualifications for the position, results of
 9 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
 10 capabilities, status as a Participants ~~Clients~~, former Participant ~~Client~~ or family member, pay rate,
 11 training, and evaluations justifying pay increases.

12 10. All positions are required to maintain a log delineating hours worked and allocated to each
 13 program of CONTRACTOR.

14 11. CONTRACTOR shall provide training to service staff covering suicide assessment and
 15 crisis intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse,
 16 dealing with difficult Participants ~~Clients~~, meeting facilitation and mediation, confidentiality,
 17 identification of strengths, promoting life skills and such other topics identified or provided by
 18 ADMINISTRATOR.

19 12. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours
 20 of any staffing vacancies, any new staffing changes; including promotions, temporary FTE changes and
 21 internal or external temporary staffing assignment requests or filling of vacant positions that occur during
 22 the term of the Contract.

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

26 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 27 Staffing Paragraph of this Exhibit A to the Contract.

28 **VI. REPORTS**

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

31 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 32 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 33 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
 34 center(s) described in the Services Paragraph of Exhibit A to the Contract. Such reports shall include
 35 number of Participants ~~Clients~~ by program. The reports shall be received by ADMINISTRATOR no
 36 later than twenty (20) calendar days following the end of the month reported.
 37

1 2. CONTRACTOR shall submit Year-End Expenditure and Revenue Projection Reports to
 2 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 3 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
 4 CONTRACTOR's program(s) or cost center(s) described in the Service Paragraph of this Exhibit A to
 5 the Contract. Such reports shall include actual monthly costs and revenue to date and anticipated
 6 monthly costs and revenue to the end of the fiscal year. The reports shall also include the number of
 7 successful job placements and the number of Participants ~~Clients~~ enrolled in the program. Year-End
 8 Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue
 9 Reports.

10 B. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 11 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR, and shall, at a
 12 minimum, report the actual FTE's of the positions stipulated in the Staffing subparagraph of this Exhibit
 13 A to the Contract, and shall include the employees' names, licensure status, monthly salary, and hire
 14 and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR.
 15 The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following
 16 the end of the month being reported.

17 C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
 18 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar
 19 days following the end of the month being reported. Programmatic reports shall include a description of
 20 CONTRACTOR's progress in implementing the provisions of this Contract and report the status of each
 21 of the specified Performance Outcomes identified in the Services Paragraph of Exhibit A to the
 22 Contract. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all
 23 the terms of the Contract.

24 D. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents
 25 affecting the physical and/or emotional welfare of Participants ~~Clients~~, including but not limited to,
 26 serious physical harm to self or others, serious destruction of property, developments, etc., and which
 27 may raise liability issues with COUNTY. CONTRACTOR shall notify ADMINISTRATOR within
 28 twenty-four (24) hours of any such serious adverse incident.

29 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
 30 that adversely affect the quality or accessibility of Participant ~~Client~~-related services provide by, or under
 31 contract with the COUNTY.

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

36 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 37 Reports Paragraph of this Exhibit A to the Contract.

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1 AMEDMENT NO. ~~4~~5 TO EXHIBIT B
2 CONTRACT FOR PROVISION OF
3 ADULT SUPPORTED EMPLOYMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 GOODWILL INDUSTRIES OF ORANGE COUNTY
8 JULY 1, 2020 THROUGH JUNE 30, 202~~5~~3

9
10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

37 //

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
12 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

5 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
6 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or
7 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
34 and to make information related to such Disclosures available as would be required for COUNTY to
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
36 45 CFR § 164.528.

37 //

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

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

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

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

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

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

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

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

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

7 D. SECURITY RULE

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

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

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

24 a. Complying with all of the data system security precautions listed under subparagraphs
25 E, below;

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

37 //

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

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

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

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

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

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

36 1) Upper case letters (A-Z)

37 2) Lower case letters (a-z)

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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1 3. Audit Controls

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

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

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

15 4. Business Continuity/Disaster Recovery Control

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

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

28 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

35 b. Any other information that COUNTY is required to include in the notification to
 36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
 37 //

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
2 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
15 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
16 COUNTY.

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

26 H. PROHIBITED USES AND DISCLOSURES

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

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

36 I. OBLIGATIONS OF COUNTY

37 //

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 AMEDMENT NO. 5 TO EXHIBIT C
2 CONTRACT FOR PROVISION OF
3 ADULT SUPPORTED EMPLOYMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 GOODWILL INDUSTRIES OF ORANGE COUNTY
8 JULY 1, 2020 THROUGH JUNE 30, 2025³
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF CONTRACT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 AMEDMENT NO. ~~3~~4 TO EXHIBIT D
 2 CONTRACT FOR PROVISION OF
 3 ADULT SUPPORTED EMPLOYMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 GOODWILL INDUSTRIES OF ORANGE COUNTY
 8 JULY 1, 2020 THROUGH JUNE 30, 2025~~3~~

9
 10 ATTACHMENT I
 11 CERTIFICATION REGARDING ANTI-LOBBYING

12
 13 Certification for Contracts, Grants, Loans, and Cooperative Agreements

14 The undersigned certifies, to the best of his or her knowledge and belief, that:

15 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the
 16 undersigned, to any person for influencing or attempting to influence an officer or employee of an
 17 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of
 18 Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the
 19 making of any Federal loan, the entering into of any cooperative agreement, and the extension,
 20 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative
 21 agreement.

22 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person
 23 for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
 24 an officer or employee of Congress, or an employee of a Member of Congress in connection with this
 25 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit
 26 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27 3. The undersigned shall require that the language of this certification be included in the award
 28 documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,
 29 loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

30 This certification is a material representation of fact upon which reliance was placed when this
 31 transaction was made or entered into. Submission of this certification is a prerequisite for making or
 32 entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file
 33 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than
 34 \$100,000 for each such failure.

35 The Contractor, Center for Goodwill Industries Orange County, certifies or affirms the truthfulness
 36 and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor
 37 understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False

1 Claims and Statements, apply to this certification and disclosure, if any.

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