

1 CONTRACT FOR PROVISION OF
2 NON-EMERGENCY TRANSPORTATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB
7 JULY 1, 2023 THROUGH JUNE 30, 2026

8
9 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CABCO
11 YELLOW, INC. DBA CALIFORNIA YELLOW CAB, a California for-profit corporation,
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
13 as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the
14 COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

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

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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Non-
19 Emergency Transportation Services described herein to the residents of Orange County; and

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

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

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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2023 through June 30, 2026

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

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

Period Three means the period from July 1, 2025 through June 30, 2026

Amount Not To Exceed:

Period One Amount Not To Exceed: \$1,500,000

Period Two Amount Not To Exceed: \$1,500,000

Period Three Amount Not To Exceed: \$1,500,000

TOTAL AMOUNT NOT TO EXCEED: \$4,500,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: 95-738-6048

CONTRACTOR TAX ID Number: 33-0723354

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Cabco Yellow, Inc. dba California Yellow Cab
520 W. Dyer Road
Santa Ana, CA 92707
Attention: Tim Conlon, President
E-mail: tconlon@cayellow.com

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Federal Grant Funding:

| <u>CFDA#</u> | <u>UEI#</u> | <u>Program/ Service Title</u> | <u>Federal Funding Agency</u> | <u>Federal Award Date</u> | <u>Federal Award Indirect Rate</u> | <u>Amount</u> | <u>R&D Award (Y/N)</u> |
|--------------|--------------|---|---------------------------------------|-----------------------------------|--|---------------|------------------------------------|
| 93.959 | VE2ZZY1ZHN19 | Substance Abuse and Prevention Treatment Block Grant | Department of HHS | 7/1/2022 TO 6/30/202 3 | 24.22% | \$450,000 | N |

I. ACRONYMS

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

- A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment
- B. AES Advanced Encryption Standard
- C. AIDS Acquired Immune Deficiency Syndrome
- D. ARRA American Recovery and Reinvestment Act of 2009
- E. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- F. ASI Addiction Severity Index
- G. ASRS Alcohol and Drug Programs Reporting System
- H. BCP Business Continuity Plan
- I. BHS Behavioral Health Services
- J. CalOMS California Outcomes Measurement System
- K. CalWORKs California Work Opportunity and Responsibility for Kids
- L. CAP Corrective Action Plan
- M. CCC California Civil Code
- N. CCR California Code of Regulations
- O. CD/DVD Compact Disc/Digital Video or Versatile Disc
- P. CEO County Executive Office
- Q. CESI Client Evaluation of Self at Intake
- R. CEST Client Evaluation of Self and Treatment
- S. CFDA Catalog of Federal Domestic Assistance
- T. CFR Code of Federal Regulations

| | | |
|----|----------------|---|
| 1 | U. CHPP | COUNTY HIPAA Policies and Procedures |
| 2 | V. CHS | Correctional Health Services |
| 3 | W. CIPA | California Information Practices Act |
| 4 | X. CMPPA | Computer Matching and Privacy Protection Act |
| 5 | Y. COI | Certificate of Insurance |
| 6 | Z. CPA | Certified Public Accountant |
| 7 | AA. CSW | Clinical Social Worker |
| 8 | AB. DHCS | California Department of Health Care Services |
| 9 | AC. D/MC | Drug/Medi-Cal |
| 10 | AD. DoD | US Department of Defense |
| 11 | AE. DPFS | Drug Program Fiscal Systems |
| 12 | AF. DRP | Disaster Recovery Plan |
| 13 | AG. DRS | Designated Record Set |
| 14 | AH. DSM | Diagnostic and Statistical Manual of Mental Disorders |
| 15 | AI. DSM-IV | Diagnostic and Statistical Manual of Mental Disorders. 4th Edition |
| 16 | AJ. DSM-V | Diagnostic and Statistical Manual of Mental Disorders. 5th Edition |
| 17 | AK. E-Mail | Electronic Mail |
| 18 | AL. EEOC | Equal Employment Opportunity Commission |
| 19 | AM. EHR | Electronic Health Records |
| 20 | AN. EOC | Equal Opportunity Clause |
| 21 | AO. ePHI | Electronic Protected Health Information |
| 22 | AP. EPSDT | Early and Periodic Screening, Diagnosis, and Treatment |
| 23 | AQ. FFS | Fee For Service |
| 24 | AR. FIPS | Federal Information Processing Standards |
| 25 | AS. FSP | Full Service Partnership |
| 26 | AT. FTE | Full Time Equivalent |
| 27 | AU. GAAP | Generally Accepted Accounting Principles |
| 28 | AV. HCA | County of Orange Health Care Agency |
| 29 | AW. HHS | Federal Health and Human Services Agency |
| 30 | AX. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public |
| 31 | | Law 104-191 |
| 32 | AY. HITECH Act | Health Information Technology for Economic and Clinical Health |
| 33 | | Act, Public Law 111-005 |
| 34 | AZ. HIV | Human Immunodeficiency Virus |
| 35 | BA. HSC | California Health and Safety Code |
| 36 | BB. ID | Identification |
| 37 | BC. IEA | Information Exchange Agreement |

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|----|-------------|---|
| 1 | BD. IRIS | Integrated Records and Information System |
| 2 | BE. ISO | Insurance Services Office |
| 3 | BF. ITC | Indigent Trauma Care |
| 4 | BG. LCSW | Licensed Clinical Social Worker |
| 5 | BH. MAT | Medication Assisted Treatment |
| 6 | BI. MFT | Marriage and Family Therapist |
| 7 | BJ. MH | Mental Health |
| 8 | BK. MHP | Mental Health Plan |
| 9 | BL. MHS | Mental Health Specialist |
| 10 | BM. MHSA | Mental Health Services Act |
| 11 | BN. MSN | Medical Safety Net |
| 12 | BO. NIH | National Institutes of Health |
| 13 | BP. NIST | National Institute of Standards and Technology |
| 14 | BQ. NPI | National Provider Identifier |
| 15 | BR. NPP | Notice of Privacy Practices |
| 16 | BS. NPPEs | National Plan and Provider Enumeration System |
| 17 | BT. OCJS | Orange County Jail System |
| 18 | BU. OCPD | Orange County Probation Department |
| 19 | BV. OCR | Federal Office for Civil Rights |
| 20 | BW. OCSD | Orange County Sheriff's Department |
| 21 | BX. OIG | Federal Office of Inspector General |
| 22 | BY. OMB | Federal Office of Management and Budget |
| 23 | BZ. OPM | Federal Office of Personnel Management |
| 24 | CA. P&P | Policy and Procedure |
| 25 | CB. PA DSS | Payment Application Data Security Standard |
| 26 | CC. PATH | Projects for Assistance in Transition from Homelessness |
| 27 | CD. PC | California Penal Code |
| 28 | CE. PCI DSS | Payment Card Industry Data Security Standards |
| 29 | CF. PCS | Post-Release Community Supervision |
| 30 | CG. PHI | Protected Health Information |
| 31 | CH. PI | Personal Information |
| 32 | CI. PII | Personally Identifiable Information |
| 33 | CJ. P&P | Policy and Procedure |
| 34 | CK. PRA | California Public Records Act |
| 35 | CL. PSC | Professional Services Contract System |
| 36 | CM. SAPTBG | Substance Abuse Prevention and Treatment Block Grant |
| 37 | CN. SIR | Self-Insured Retention |

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|---|-----------|--|
| 1 | CO. SMA | Statewide Maximum Allowable (rate) |
| 2 | CP. SOW | Scope of Work |
| 3 | CQ. SUD | Substance Use Disorder |
| 4 | CR. UMDAP | Uniform Method of Determining Ability to Pay |
| 5 | CS. UOS | Units of Service |
| 6 | CT. USC | United States Code |
| 7 | CU. WIC | Women, Infants and Children |

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II. ALTERATION OF TERMS

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

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

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III. AMOUNT NOT TO EXCEED

19 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
20 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified in
21 the Referenced Contract Provisions of this Contract.

22 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
23 percent (10%) of Period One funding for this Contract.

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IV. ASSIGNMENT OF DEBTS

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

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V. COMPLIANCE

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

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

4 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
5 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
6 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
7 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
8 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph V
9 (COMPLIANCE). These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide proof of its own Compliance program to
18 ADMINISTRATOR, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
19 and Code of Conduct. CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
20 days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with
21 ADMINISTRATOR's Compliance Program and Code of Conduct.

22 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
23 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
24 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and
25 procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
26 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
27 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
28 CONTRACTOR's proposed Compliance Program and Code of Conduct contain all required elements to
29 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
30 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
31 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
33 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that
35 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
36 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
37 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,

1 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

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

9 1. For purposes of this Paragraph V (COMPLIANCE), Covered Individuals includes all
10 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health
11 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
12 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,
13 subcontractors, agents, and other persons who are not reasonably expected to work more than one
14 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at
15 the point when they work more than one hundred sixty (160) hours during the calendar year.
16 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
17 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
18 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
19 CONTRACTOR has elected to use its own).

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

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

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

26 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
27 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
28 Contract.

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

35 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
36 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
37 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing

1 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible
2 Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

24 F. Failure to comply with the obligations stated in this Paragraph V (COMPLIANCE) shall
25 constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to
26 terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall
27 have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded
28 on this Paragraph V (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this Contract on
29 the basis of such default.

30
31 **V. CONFIDENTIALITY**

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

35 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
36 are clients of the Orange County Mental Health services system, and therefore it may be necessary for
37 authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding

1 specific clients with COUNTY or other providers of related services contracting with COUNTY.

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

6 //

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

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

17 18 **VI. CONFLICT OF INTEREST**

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

27 28 **VIII. COST REPORT**

29 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to
30 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or
31 termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all
32 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
33 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
34 centers, services, and funding sources in accordance with such requirements and consistent with prudent
35 business practice, which costs and allocations shall be supported by source documentation maintained by
36 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
37 CONTRACTOR has multiple contracts for mental health services that are administered by HCA,

1 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
2 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
3 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
4 individual Cost Reports to be incorporated into a consolidated Cost Report.

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7 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
8 Cost Report within the time period specified above, ADMINISTRATOR has sole discretion to impose
9 one or both of the following:

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

15 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
16 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the
17 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

33 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
34 less applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth
35 in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
36 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
37 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is

1 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by
2 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
3 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
4 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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7 D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR)
8 Statewide per Medi-Cal Unit of Service, as determined by the DHCS, shall be non-reimbursable to
9 CONTRACTOR.

10 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
11 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the Cost Report the
12 services rendered with such revenues.

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

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

23
24 Signed _____
25 Name _____
26 Title _____
27 Date _____"

28
29 **IVII. DEBARMENT AND SUSPENSION CERTIFICATION**

30 A. CONTRACTOR certifies that it and its principals:

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

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

1 receiving stolen property.

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

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

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

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

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

17 18 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

24 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
25 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
26 new owners shall be required under the terms of sale or other instruments of transfer to assume
27 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
28 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
29 part, without the prior written consent of COUNTY.

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

36 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
37 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of

1 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
2 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
3 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
4 delegation in derogation of this subparagraph shall be void.

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

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

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

18 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
19 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
20 COUNTY for the provision of services under the Contract.

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

26 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
27 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
28 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
29 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

34 4. This provision shall not be applicable to service contracts usually and customarily entered
35 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
36 provided by consultants.

37 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status

1 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
2 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
3 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
4 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
5 or during the period of Contract performance. While CONTRACTOR must provide this information
6 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of
7 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in
8 these areas whenever requested by COUNTY.

10 **VIII. DISPUTE RESOLUTION**

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

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

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

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

28 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
29 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a
30 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
31 a final decision adverse to CONTRACTOR's contentions.

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

1 | county.
2 |

3 | **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

4 | CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
5 | regarding the employment of aliens and others and to ensure that employees, subcontractors, and
6 | consultants performing work under this Contract meet the citizenship or alien status requirement set
7 | forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
8 | subcontractors, and consultants performing work hereunder, all verification and other documentation of
9 | employment eligibility status required by federal or state statutes and regulations including, but not
10 | limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
11 | exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
12 | covered employees, subcontractors, and consultants for the period prescribed by the law.
13 |

14 | **XIII. EQUIPMENT**

15 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
16 | property of a Relatively Permanent nature with significant value, purchased in whole or in part by
17 | ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively
18 | Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
19 | or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
20 | Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
21 | and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
22 | PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
23 | phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
24 | Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
25 | according to GAAP.

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

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

36 | D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
37 | with funds paid through this Contract, including date of purchase, purchase price, serial number, model

1 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
2 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
3 any.

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

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

11 G. Unless this Contract is followed without interruption by another contract between the Parties for
12 substantially the same type and scope of services, at the termination of this Contract for any cause,
13 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
14 Contract.

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

17 18 **X. FACILITIES, PAYMENTS AND SERVICES**

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

24 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
25 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed
26 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
27 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an
28 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
29 provide services, staffing, facilities or supplies.

30 31 **XV. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
36 including but not limited to personal injury or property damage, arising from or related to the services,
37 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
4 a jury apportionment.

5 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
6 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
7 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
8 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
9 deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
10 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
11 to the same terms and conditions as set forth herein for CONTRACTOR.

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

21 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
22 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
23 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
24 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
25 Contract, agrees to all of the following:

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

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

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

35 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
36 Contract, COUNTY may terminate this Contract.

37 F. QUALIFIED INSURER

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

6 //

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

10 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
11 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 (4 passengers or less) | \$1,000,000 per occurrence |
| Passenger vehicles (7 passengers or less) | \$2,000,000 per occurrence |
| Passenger vehicles (8 passengers or more) | \$5,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

31 H. REQUIRED COVERAGE FORMS

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

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

36 I. REQUIRED ENDORSEMENTS

37 1. The Commercial General Liability policy shall contain the following endorsements, which

1 shall accompany the COI:

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

6 //

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

10 2. The Network Security and Privacy Liability policy shall contain the following endorsements
11 which shall accompany the COI:

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

14 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
15 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
16 excess and non-contributing.

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

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

24 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
25 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
26 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
27 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
28 Contract.

29 M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
30 Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain
31 coverage for two (2) years following the completion of the Contract.

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

34 O. Insurance certificates should be forwarded to the department address specified in the Referenced
35 Contract Provisions of this Contract.

36 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
37 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation

1 hereunder and grounds for COUNTY to suspend or terminate this Contract.

2 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
3 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
4 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
5 protect COUNTY.

6 //

7 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
8 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
9 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
10 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
11 all legal remedies.

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

15 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

19 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
20 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

26 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
27 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the
28 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
29 submitted to ADMINISTRATOR.

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

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

36 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
37 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs

1 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

3 **XI. INSPECTIONS AND AUDITS**

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

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

18 C. AUDIT RESPONSE

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

24 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
25 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
26 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
27 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
28 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
29 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
30 reimbursement due COUNTY.

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

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

1 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
2 cost of such operation or audit is reimbursed in whole or in part through this Contract.

3 4 **XII. LICENSES AND LAWS**

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

13 B. CHILD SUPPORT OBLIGATIONS

14 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
15 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
16 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
17 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
18 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY
19 shall constitute grounds for termination of the Contract.

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

- 23 1. ARRA of 2009.
- 24 2. Trafficking Victims Protection Act of 2000.
- 25 3. WIC, Division 5, Community Mental Health Services.
- 26 4. WIC, Division 6, Admissions and Judicial Commitments.
- 27 5. WIC, Division 7, Mental Institutions.
- 28 6. HSC, §§1250 et seq., Health Facilities.
- 29 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 30 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 31 9. CCR, Title 17, Public Health.
- 32 10. CCR, Title 22, Social Security.
- 33 11. CFR, Title 42, Public Health.
- 34 12. CFR, Title 45, Public Welfare.
- 35 13. USC Title 42. Public Health and Welfare.
- 36 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 37 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

1 16. 42 USC §1857, et seq., Clean Air Act.

2 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

3 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

4 19. Policies and procedures set forth in Mental Health Services Act.

5 20. Policies and procedures set forth in DHCS Letters.

6 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

7 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9 42 CFR, Section 438, Managed Care Regulations.

10 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
11 provide treatment and bill for services provided to Medi-Cal eligible Clients while working under the
12 terms of this Contract.

13 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
14 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
15 ADMINISTRATOR.

16 17 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

37 D. Any information as described in Subparagraphs A., B. and C. above shall not imply

1 | endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.
2 |

3 | **XIX. MINIMUM WAGE LAWS**

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

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

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

18 | **XX. NONDISCRIMINATION**

19 | A. EMPLOYMENT

20 | 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
21 | in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
22 | or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
23 | physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
24 | gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
25 | during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
26 | subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
27 | employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
28 | mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
29 | gender expression, age, sexual orientation, or military and veteran status.

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

34 | 3. CONTRACTOR shall not discriminate between employees with spouses and employees
35 | with domestic partners, or discriminate between domestic partners and spouses of those employees, in
36 | the provision of benefits.
37 |

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

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

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

15 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
16 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
17 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
18 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
19 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
20 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
21 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
22 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
23 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
24 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
25 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
26 paragraph, discrimination includes, but is not limited to the following based on one or more of the
27 factors identified above:

- 28 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 29 2. Providing any service or benefit to a Client which is different or is provided in a different
30 manner or at a different time from that provided to other Clients.
- 31 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
32 others receiving any service and/or benefit.
- 33 4. Treating a Client differently from others in satisfying any admission requirement or
34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
35 any service and/or benefit.
- 36 5. Assignment of times or places for the provision of services.

37 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients

1 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
2 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
3 ADMINISTRATOR.

4 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
5 shall establish an internal informal problem resolution process for Clients not able to resolve such
6 //
7 problems at the point of service. Clients may initiate a grievance or complaint directly with
8 CONTRACTOR either orally or in writing.

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

11 b. Throughout the problem resolution and grievance process, Client rights shall be
12 maintained, including access to the COUNTY's Patients' Rights Office at any point in the process.
13 Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.

14 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
15 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
16 request a State Fair Hearing.

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

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

29 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
30 law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or
31 subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY
32 funds.

33 **XIII. NOTICES**

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

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

1 ADMINISTRATOR;

2 2. When faxed, transmission confirmed;

3 3. When sent by Email; or

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

6 //

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

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

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

17 18 **XXII. NOTIFICATION OF DEATH**

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

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

24 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
25 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
26 served pursuant to this Contract; notice need only be given during normal business hours.

27 2. WRITTEN NOTIFICATION

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

31 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
32 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
33 of the death due to terminal illness of any person served pursuant to this Contract.

34 c. When notification via encrypted email is not possible or practical, CONTRACTOR
35 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

36 C. If there are any questions regarding the cause of death of any person served pursuant to this
37 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to

1 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
2 Notification of Death Paragraph.

3 //
4 //
5 //
6 //

7 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

15
16 **XXIV. PATIENT’S RIGHTS**

17 A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights
18 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations
19 readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages
20 and envelopes readily accessible to Clients to take without having to request it on the unit.

21 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
22 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

23 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
24 rights, and/or utilization management guidelines and procedures. The Client has the right to utilize
25 either or both grievance process simultaneously in order to resolve their dissatisfaction.

26 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
27 statutory rights violation or a denial or abuse complaint with COUNTY Patients’ Rights Office. The
28 Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
29 which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights
30 Office.

31 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
32 CONTRACTOR, appeal to COUNTY Patients’ Rights Office, file a grievance, and file a Title IX
33 complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the
34 grievance, and attempt to resolve the matter.

35 D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of
36 COUNTY Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

37

1 CONTRACTOR.

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

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

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

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

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

14 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
15 with the terms of this Contract and common business practices. If documentation is retained
16 electronically, CONTRACTOR shall, in the event of an audit or site visit:

17 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
18 or site visit.

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

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

23 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
24 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
25 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
26 regulation, and copy ADMINISTRATOR on such notifications.

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

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

32 **XXVI. RESEARCH AND PUBLICATION**

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

XXVII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Contract, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee shall not exceed the actual cost of services provided. No Client shall be denied services because of an inability to pay.

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

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

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

XXVIII. SEVERABILITY

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

XXIX. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

1 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
2 Directors or governing body.

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

5 //

6 //

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

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

13 8. Severance pay for separating employees.

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

16 10. Supplanting current funding for existing services.

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

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

20 2. Making phone calls outside of the local area unless documented to be directly for the
21 purpose of Client care.

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

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

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

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

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

30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR's Clients.

32 **XXX. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
2 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
4 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
5 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
6 //
7 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
8 shall not be considered in any manner to be COUNTY's employees.

9 10 **XXXI. TERM**

11 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
12 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
13 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
14 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
15 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
16 reporting, and accounting.

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

19 20 **XXXII. TERMINATION**

21 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
22 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the
23 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet
24 goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as
25 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
26 and/or the Contract could be terminated.

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

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

1 pursuant to this Contract.

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

6 //

7 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

37 8. To the extent services are terminated, cancel outstanding commitments covering the

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

6 //

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

11 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
12 notice.

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

15
16 **XXXIII. THIRD PARTY BENEFICIARY**

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

19
20 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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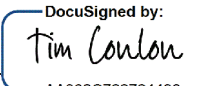
36

37

SIGNATURE PAGE

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

CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB

BY:  DATED: 2/9/2023
DocuSigned by: AA302C722724498...

TITLE: _____

[[BY: _____ DATED: _____

TITLE: _____]]

COUNTY OF ORANGE

BY: _____ DATED: _____
PURCHASING AGENT/DESIGNEE

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY:  DATED: 2/10/2023
DocuSigned by: 9713A4061D4343D...
DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 NON-EMERGENCY TRANSPORTATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB
 JULY 1, 2023 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Contract. 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 Clients are receiving services at a level and frequency and duration that is consistent with each Client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

2. Activities of Daily Living (ADL) means 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 Client 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 Client at this time.

a. Evidence-Based Practice (EBP) means the interventions utilized for which there is consistent scientific evidence showing they improved Client 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 Clients 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

1 | outcomes; and finally, it produces specific outcomes.

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

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

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

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

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

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

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

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

33 | 13. Data Collection System means software designed for collection, tracking and reporting
34 | outcomes data for Clients enrolled in the FSP Programs.

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

37 | //

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

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

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

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

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

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

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

31 17. Face-to-Face means an encounter between Client and provider where they are both
32 physically present.

33 18. Full Service Partnership (FSP) refers to a type of program described by the State in the
34 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full
35 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and
36 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
37 will be established including the Client, psychiatrist, and PSC. Whenever possible, these

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

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

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

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

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

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

36 22. Integrated Records Information System (IRIS) means a collection of applications and
37 databases that serve the needs of programs within COUNTY and includes functionality such as

1 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance
2 with regulatory requirements, electronic medical records and other relevant applications.

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

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

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

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

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

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

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

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

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

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

34 e. Medication Support Services means those services provided by a licensed physician,
35 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
36 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
37 symptoms of mental illness. These services also include evaluation and documentation of the clinical

1 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
2 to medication, as well as obtaining informed consent, providing medication education and plan
3 development related to the delivery of the service and/or assessment of the Client.

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

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

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

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

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

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

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

31 33. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental
32 health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate
33 level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is
34 ideally suited to serve as a Recovery-based tool for identifying the level of service needed by
35 participating members. The scale will be used to create a map of the system by determining which
36 milestone(s) or level of recovery (based on the MORS) are the target groups for different programs
37 across the continuum of programs and services offered by ADMINISTRATOR.

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

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

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

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

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

20 39. Personal Health Information (PHI) means individually identifiable health information
21 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for
22 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received
23 by a covered entity and relates to the past, present, or future physical or mental health or condition of an
24 individual, provision of health care to an individual, or the past, present, or future payment for health
25 care provided to an individual.

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

35 41. Pharmacy Benefits Manager (PBM) means the organization that manages the medication
36 benefits that are given to Clients that qualify for medication benefits.

37 //

1 42. Plan Coordinator means a MHS, CSW or MFT that provides mental health, crisis
2 intervention and case management services to those Clients who seek services in COUNTY operated
3 outpatient programs.

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

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

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

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

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

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

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

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

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

35 a. Community: Relationships and social networks that provide support, friendship, love,
36 and hope;

37 //

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

3 c. Home: A stable and safe place to live; and

4 d. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
5 caretaking, or creative endeavors, and the independence, income, and resources to participate in society.

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

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

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

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

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

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

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

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

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37 //

II. BUDGET

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

| | PERIOD ONE | PERIOD TWO | PERIOD THREE | TOTAL |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|
| ADMINISTRATIVE COSTS | | | | |
| Indirect Costs | \$ 95,000 | \$ 95,000 | \$ 95,000 | \$ 285,000 |
| SUBTOTAL ADMIN COSTS | \$ 95,000 | \$ 95,000 | \$ 95,000 | \$ 285,000 |
| PROGRAM COSTS | | | | |
| Salaries | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ 300,000 |
| Benefits | 8,800 | 8,800 | 8,800 | 26,400 |
| Services & Supplies | 156,200 | 156,200 | 156,200 | 468,600 |
| Subcontractors | \$ 1,140,000 | \$ 1,140,000 | \$ 1,140,000 | \$ 3,420,000 |
| SUBTOTAL PROGRAM COSTS | \$ 1,405,000 | \$ 1,405,000 | \$ 1,405,000 | \$ 4,215,000 |
| | | | | |
| TOTAL GROSS COSTS | \$1,500,000 | \$1,500,000 | \$1,500,000 | \$4,500,000 |
| REVENUE | | | | |
| MHSA | \$ 1,050,000 | \$1,050,000 | \$ 1,050,000 | \$3,150,000 |
| SAPT | 450,000 | 450,000 | 450,000 | \$1,350,000 |
| TOTAL REVENUE | \$ 1,500,000 | \$1,500,000 | \$1,500,000 | \$4,500,000 |
| | | | | |
| AMOUNT NOT TO EXCEED | \$1,500,000 | \$1,500,000 | \$1,500,000 | \$4,500,000 |

B. CONTRACTOR shall calculate the cost for passenger utilization of the Transportation Services provided by subcontractors under this Contract in accordance with the following rate schedule, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

1. On-site cancellations by passengers or instances in which passengers are not at the designated location for pick-up within the established timeframe will be invoiced at fifteen dollars (\$15) per occurrence.

2. Mileage will be calculated on a "round trip" basis so that a trip to and from an appointment, or other approved destination, will be counted as one trip and the mileage for the entire trip will be applied to the rate schedule below to determine cost.

| <u>MILEAGE</u> | <u>RATE</u> |
|--------------------|-----------------|
| 1 mile | \$15.00 |
| 2 miles | \$15.00 |
| 3 miles | \$17.50 |
| 4 miles | \$17.50 |
| 5 miles | \$20.50 |
| 6 miles | \$22.50 |
| 7 miles | \$24.50 |
| 8 miles | \$26.50 |
| 9 miles | \$30.00 |
| 10 miles | \$32.00 |
| 11 miles | \$35.00 |
| 12 miles | \$38.00 |
| 13 - 15 miles | \$47.00 |
| 19 - 21 miles | \$65.00 |
| 22 - 24 miles | \$74.50 |
| 25 - 27 miles | \$83.50 |
| 28 - 30 miles | \$93.00 |
| 31 - 33 miles | \$102.00 |
| 34 - 36 miles | \$111.50 |
| 37 - 39 miles | \$120.50 |
| 40 miles | \$124.00 |
| 41 miles and above | \$3.00 per mile |

3. Mileage for an authorized Out-of-County trip will be calculated as a “round trip” for any trip that is more than 5 miles outside of Orange County.

4. Additional approved stops for passengers will be invoiced at ten dollars (\$10) if the wait time exceeds twenty (20) minutes during the additional stop.

5. Additional approved stops for passengers that add more than one (1) mile to the original trip will be added to the mileage and cost of the entire trip.

6. Special Events will be invoiced with an additional ten dollars (\$10) reimbursement for each completed trip.

7. For passengers requiring transportation from COUNTY’s CSU, who have been identified as COVID positive by CSU staff at the time of scheduling the trip, CONTRACTOR shall identify and dispatch an appropriate driver who has provided consent to transport individuals who are COVID

1 positive, and CONTRACTOR shall be reimbursed an additional \$35.00 per trip to cover additional
2 cleaning services for the taxi utilized in the transportation.

3 8. Passengers are not expected to provide tips for the service.
4

5 C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
6 between budgeted line items, for the purpose of meeting specific program needs or for providing
7 continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by
8 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
9 Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative
10 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual
11 impact of the shift as may be applicable to the current contract period and/or future contract periods.
12 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
13 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
14 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
15 may result in disallowance of those costs.

16 D. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
17 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
18 of service for which payment is claimed. Any apportionment of or distribution of costs, including
19 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
20 be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and
21 fee charged to and collected from Clients, together with a record of all billings rendered and revenues
22 received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in
23 CONTRACTOR's financial records.

24 E. CFDA Information

25 1. The Contract includes federal funds paid to CONTRACTOR. The CFDA numbers and
26 associated information for federal funds paid through the Contract are specified in the Referenced
27 Contract Provisions of this Contract.

28 2. CONTRACTOR may be required to have an audit conducted in accordance with the Federal
29 OMB Circular A-133. CONTRACTOR is responsible for complying with any federal audit requirements
30 within the reporting period specified by OMB Circular A-133.

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

33 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
34 Paragraph of this Exhibit A to the Contract.
35

36 **III. PAYMENTS**

37 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$125,000

1 per month for Period One, Period Two, and Period Three. All payments are interim payments only and
2 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which
3 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder, provided,
4 however, the total of such payments does not exceed the Total Amount Not To Exceed as specified in
5 the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR's costs are
6 reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its
7 discretion, pay supplemental invoices for any month for which the provisional amount specified above
8 has not been fully paid.

9 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
10 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
11 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
12 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

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

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

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

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

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

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

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

8 E. QUARTERLY AND ANNUAL PATH REPORTS – CONTRACTOR shall complete input of
9 quarterly and annual HMIS data into the PATH PDX System for submission to the State. Quarterly
10 reports are due October 20, January 20, April 20, and July 20 for each fiscal year, and the annual report
11 is due October 20 following the end of the prior fiscal year being reported. ADMINISTRATOR will
12 provide reminders to CONTRACTOR of the pending due dates for the PATH reports.

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

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

22 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
23 Reports Paragraph of this Exhibit A to the Contract.

24 **V. SERVICES**

25 **A. FACILITY –**

26 1. CONTRACTOR shall maintain one (1) facility to be utilized as the administrative office, at
27 the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

28 520 W. Dyer Road
29 Santa Ana, CA 92707
30

31 2. The administrative facility shall be open from at least 8:00 a.m. to 5:00 p.m. Monday
32 through Friday; provided, however, CONTRACTOR shall modify these hours of operation, if required,
33 once the program becomes operational.

34 B. PERSONS TO BE SERVED – The target population for the Non-Emergency Transportation
35 Services program is adults over 18 years of age who have been diagnosed with a serious mental illness
36 and who may have a co-occurring disorder and require non-emergency transportation assistance to
37

1 essential behavioral health and/or medical appointments, or behavioral health supportive services, that
2 support goals identified in their treatment plans. Eligible individuals will be referred to the
3 Transportation Services program from COUNTY-operated and COUNTY-contracted programs, as
4 identified by COUNTY, and Transportation Services will be on an appointment basis only. For certain
5 programs, Transportation Services may be on an on-demand basis and no appointment required in
6 advance.

7 C. SERVICES TO BE PROVIDED

8 1. CONTRACTOR shall provide non-emergency transportation services by appointment only
9 for Clients who require assistance getting to and from their behavioral health or medical appointments or
10 behavioral health supportive services that support goals identified in their treatment plans.

11 2. CONTRACTOR shall establish toll-free, dedicated telephone numbers that will be used for
12 appointment scheduling by passengers. This shall include, but not be limited to:

13 a. Toll-free telephone number specifically for Adult and Older Adult Behavioral Health
14 programs as identified by COUNTY, Wellness Centers;

15 b. Toll-free telephone number specifically for Adult and Older Adult Substance Use
16 Disorder (SUD) programs as identified by COUNTY, Adult Perinatal program, Residential Treatment
17 Services Post-Custody Release Transportation and Project Kinship Community Support and Resource
18 Center;

19 c. Toll-free telephone number specifically for Adult and Older Adult Crisis Stabilization
20 Units (CSUs) as identified by COUNTY, In-Home Crisis Stabilization program, Assisted Outpatient
21 Treatment (AOT), , and Royale Therapeutic Residential Center as identified by COUNTY;

22 d. Toll-free telephone number specifically for Adult and Older Adult Behavioral Health
23 special events as identified by COUNTY;

24 e. Toll-free telephone number specifically for both Adult and Older Adult Behavioral
25 Health and Prevention and Intervention Outreach and Engagement teams to arrange transportation for
26 individuals they encounter in the field who require transportation to their initial behavioral health
27 appointments.

28 3. CONTRACTOR shall have sufficient and appropriate staff to handle all incoming calls at
29 all times, and a "live" person shall answer all calls and not use a voicemail system.

30 4. Passengers scheduling non-emergency transportation services from the programs identified
31 in Paragraph V.C.2. of this Exhibit A to the Contract shall be able to schedule services for each program
32 as follows:

33 a. 5:30 a.m. to 10:00 p.m., Monday through Friday, and 5:30 a.m. to 7:00 p.m. on
34 Saturdays for adult Mental Health programs;

35 b. 5:30 a.m. to 10:00 p.m. Monday through Saturday only for SUD programs;

36 c. 5:30 a.m. to 10:00 p.m. seven (7) days per week for the CSU;

37 d. Scheduling times will be specified for each special event as they occur; and

1 e. CONTRACTOR shall be flexible with appointment scheduling at other times as
2 identified by COUNTY.

3 5. Passengers utilizing the Transportation Program services shall be authorized up to twenty
4 (20) one-way trips per month for behavioral health and medical appointments and be able to schedule a
5 ride as many as fourteen (14) calendar days in advance and as few as twenty-four (24) hours prior.
6 Additional one-way trips may be approved on an individual basis and must be authorized in advance and
7 in writing by ADMINISTRATOR. CONTRACTOR shall ensure that customer service is a high priority
8 and the telephone staff treats all callers with dignity and respects a caller's right to privacy and
9 confidentiality. CONTRACTOR shall process all incoming telephone inquiries for Non-Emergency
10 Transportation Services in a timely, responsive, and courteous manner.

11 6. Once an appointment for transportation has been requested, CONTRACTOR shall:

12 a. Confirm passenger First and Last name;

13
14 b. Confirm that passenger has not exceeded the twenty (20) ride per month limit (unless
15 otherwise authorized in advance);

16 c. Confirm date/time/place of appointment;

17 d. Confirm date/time/place of pick-up/drop-off;

18 e. Confirm any request for a service animal to accompany passenger;

19 f. Confirm any request for an escort to accompany passenger;

20 g. Confirm any request for door-to-door services; and

21 h. Authorize Transportation Services, schedule, and dispatch vehicles.

22 7. CONTRACTOR shall determine which transportation mode is the least expensive and most
23 appropriate available to meet the passenger's service need. CONTRACTOR shall, on a case-by-case
24 basis, review an individual passenger's situation, and may only authorize the least costly form of
25 transportation that will meet that individual passenger's needs. It is not acceptable for CONTRACTOR
26 to authorize more costly taxi or paratransit services when it is unnecessary.

27 8. CONTRACTOR shall instruct passengers to be ready for pick-up fifteen (15) minutes prior
28 to the established time. CONTRACTOR will have a forty-five (45) minute window in which to pick-up
29 passengers from the established pick-up time/place, and ensure that no passenger waits more than thirty
30 (30) minutes for a trip. The forty-five (45) minute window begins fifteen (15) minutes prior to the
31 established pick-up time and ends thirty (30) minutes after the established pick-up time. Passengers
32 waiting more than thirty (30) minutes from the pre-established time of pick-up will result in non-
33 reimbursement of CONTRACTOR for that specific trip.

34 9. CONTRACTOR shall provide curb-to-curb service for passengers who need little, if any,
35 assistance between the vehicle and the door of the pick-up point or destination. The assistance provided
36 by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the
37 vehicle, folding and storing the passenger's wheelchair or other mobility device as necessary, or securing

1 the wheelchair or other wheeled mobility device in the vehicle. It does not include lifting of any
2 passenger. Drivers are to remain at or near their vehicle and are not to enter any buildings.

3 10. CONTRACTOR shall provide door-to-door service based on the level of service that is
4 appropriate for the passenger's physical and mental abilities. The need for door-to-door service shall be
5 communicated by all passengers at the time they call and request an appointment for services.
6 CONTRACTOR shall maintain adequate vehicle types to accommodate passengers with special needs.
7 For example, a van with handicap access may be required to meet an individual's needs.

8 11. CONTRACTOR shall allow passengers to have an adult escort, eighteen (18) years of age
9 or older, on the trip when independent travel is not an option due to age, disability, or language barriers,
10 and CONTRACTOR is notified at the time the appointment is scheduled. Additionally,
11 CONTRACTOR shall allow passengers to have service animals on the trip, when appropriate, and
12 advance notification is provided. CONTRACTOR will be reimbursed for the transportation costs of
13 escorts and service animals for all necessary trips, including return trips when the passenger is not
14 present. The need for escort services and service animals will be communicated at the time service is
15 requested.

16 12. CONTRACTOR shall ensure all vehicles are in proper working order at all times, and
17 undergo routine maintenance, as confirmed by proof of work through receipts or invoices, and recorded
18 in a Monthly Vehicle Maintenance Log.

19 13. CONTRACTOR shall ensure all vehicles are equipped with Global Positioning System
20 (GPS), emergency road kits, and first aid supplies.

21 14. CONTRACTOR shall ensure that it has vehicles that can accommodate persons with
22 disabilities, as required. CONTRACTOR must ensure that the most appropriate and least costly method
23 of transportation is provided.

24 15. CONTRACTOR shall maintain an alcohol and drug free transportation program and
25 workforce. CONTRACTOR shall ensure staff and drivers are screened at regular intervals to meet these
26 requirements.

27 16. CONTRACTOR shall develop and make available to passengers, referring agencies, and
28 community stakeholders, information regarding the Transportation Services program. This information
29 shall include:

- 30 a. Description of the availability of non-emergency medical Transportation Services and
31 general Transportation program information;
32 b. The eligibility for these services; and
33 c. How to access and use these services properly.

34 17. All written material and brochures for distribution shall be submitted for advance written
35 approval by COUNTY prior to distribution and use.

36 18. CONTRACTOR shall be responsible for the maintenance of appropriate records of
37 accountability to report to COUNTY.

1 19. CONTRACTOR shall establish and maintain a database sufficient to meet the reporting
2 requirements of the requested services.

3 20. CONTRACTOR shall maintain the confidentiality of Transportation Services program-
4 related information including passenger-specific information, and shall take measures to prudently
5 safeguard and protect unauthorized disclosure of the passenger information in its possession, and shall
6 establish internal policies to ensure compliance with federal and state laws and regulations regarding
7 confidentiality. CONTRACTOR shall ensure electronic files are in compliance with the federal Health
8 Insurance Portability and Accountability Act (HIPAA) of 1996, and the terms of their Contract with
9 COUNTY.

10 21. CONTRACTOR shall maintain daily logs for services provided. These logs shall include,
11 but not be limited to:

12 a. Daily Call Logs – This log is for phone calls received by CONTRACTOR for
13 appointments for Transportation Services. The log should include date, time, unique passenger
14 identification number, destination, destination contact information, appointment time, pick-up time (for
15 both pick-up and drop-off), distance of travel, and any applicable special requirements.
16 CONTRACTOR shall verify the trip/mileage using the most current maps or computer-based programs;

17 b. Daily Dispatch Logs – This shall include the driver name, unique passenger
18 identification number, destination, vehicle type, schedule time of pick-up, actual time of pick-up,
19 scheduled time of drop-off, and actual time of drop-off;

20 c. Daily and Monthly Trip Level Logs – This log will include actual miles driven for each
21 appointment, completed trip, incomplete trips (due to incidents, no shows, etc.), vehicle used,
22 destination, number of passengers, and special circumstances;

23 d. Monthly Vehicle Maintenance Logs;

24 e. Incident Logs; and

25 f. Other logs as may be required and developed in collaboration with COUNTY.

26 22. CONTRACTOR shall develop and maintain policies and procedures for incident
27 management, and ensure that staff have proper orientation and training to respond to, report, and prevent
28 incidents. Incident reports shall be submitted to COUNTY within twenty-four (24) hours of the
29 incident. Special incidents may include, but not be limited to:

30 a. Traffic accidents while passengers are on board;

31 b. Inappropriate passenger/escort behavior;

32 c. Urgent medical conditions occurring while transporting passengers;

33 d. Assaults on/from a passenger/escort or staff member;

34 e. Threats of assault or injury;

35 f. Injuries to a passenger/escort or staff member;

36 g. Allegations of abuse; and

37 h. Passenger exiting the vehicle prior to the scheduled stop.

1 23. CONTRACTOR shall develop policies and procedures that address continued use of
2 Transportation Services following an incident or repeated no shows for scheduled appointments.

3 24. CONTRACTOR shall develop policies and procedures to address contingency operations in
4 the event of a vehicle breakdown that ensures passengers will still arrive at their destinations at the
5 specific time. CONTRACTOR shall develop necessary accommodations in the event transportation
6 program is unable to dispatch their own vehicle for pick-up, ensuring passengers will arrive for
7 scheduled appointments. CONTRACTOR shall not be reimbursed for late pick-ups/drop-offs (outside
8 of the thirty (30) minute window) either due to scheduling or driver errors, or in the event of vehicle
9 breakdowns.

10 25. CONTRACTOR shall be responsible for all services provided by subcontracted
11 transportation providers and, as such, shall ensure adequate oversight of subcontracted providers.
12 CONTRACTOR shall develop and implement a Monitoring Plan for subcontracted Transportation
13 Services providers, including, but not limited to, ensuring providers comply with the terms of the
14 resulting agreement and all applicable federal and state laws and regulations. CONTRACTOR shall also
15 ensure that all subcontracts have procedures for the prevention, detection, and reporting of suspected
16 fraud and abuse. All subcontracts shall be approved in advance by COUNTY.

17 26. CONTRACTOR shall develop, implement, and maintain a complaint and grievance process
18 that provides a means to address/resolve passenger's complaints about services received by
19 CONTRACTOR, and shall have written policies and procedures approved by COUNTY for this
20 purpose.

21 27. Persons requesting or receiving Transportation Services may not be discriminated against
22 because of race, color, religious creed, ancestry, national origin, age, sex, or disability.

23 28. CONTRACTOR shall attend:

24 a. Meetings requested by COUNTY staff to address any aspect of the Transportation
25 Services program.

26 b. Monthly management meetings with ADMINISTRATOR to discuss contractual and
27 other issues related to, but not limited to, compliance with policies and procedures, statistics,
28 performance outcomes, and program services.

29 c. Staff training for individuals by COUNTY representatives. Such training shall be
30 conducted by CONTRACTOR and/or COUNTY staff.

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

36 D. PERFORMANCE OBJECTIVES AND OUTCOMES - CONTRACTOR shall, during the term
37 of the Contract, be required to meet performance objectives and outcomes, which may include, but not

1 be limited to:

2 1. Performance Objective: CONTRACTOR shall provide Transportation Services for a
 3 minimum of one thousand two hundred (1,200) Clients on an annual basis (inclusive of pick-up and
 4 drop-off). Actual utilization may require adjustment to this performance objective once the program
 5 becomes operational.

6 2. Performance Outcomes:

7 a. On-time performance for prescheduled trips at least 24 hours advance notice, measured
 8 by arriving within a forty-five (45)-minute timeframe from the established scheduled pick-up or drop-off
 9 time.

10 b. Trip Time: Passenger trip times shall not exceed 60 minutes to or from their
 11 destinations.

12 c. Missed pick-ups or drop-offs: CONTRACTOR shall not miss more than two (2)
 13 scheduled pick-ups or drop-offs per region per month.

14 d. A passenger satisfaction survey shall be developed to measure passenger satisfaction
 15 with these services. Ninety percent (90%) or higher rider satisfaction with Transportation Services is
 16 expected. This may include, but not be limited to, customer service satisfaction, timeliness of
 17 dispatchers answering/returning phone calls, pick-up/drop-off punctuality, trip time, treating riders with
 18 courtesy and respect, and sensitivity to language/cultural needs.

19 e. Other measures that shall be developed in partnership with COUNTY.

20 f. Additional ongoing performance measures/outcomes or program target goals that shall
 21 be developed in conjunction with COUNTY.

22 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Services Paragraph of this Exhibit A to the Contract.”

24
 25 **VI. STAFFING**

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

| Program Administration | FTE |
|------------------------|-------------|
| President | 0.15 |
| Controller | 0.10 |
| Program Manager | 0.33 |
| Driver Manager | <u>0.15</u> |
| Accounting Clerk | <u>0.25</u> |
| Office Supervisor | <u>1.00</u> |

| | |
|-----------|------|
| TOTAL FTE | 1.98 |
|-----------|------|

1.98

1
2
3 B. Transportation Services staff and drivers shall, at a minimum, be trained to have a basic
4 understanding of the mentally ill population served by this program.

5 C. CONTRACTOR shall recruit, establish, and maintain a sufficient network of transportation
6 providers to deliver non-emergency Transportation Services to Orange County passengers, Monday
7 through Friday from 6:30 a.m. to 8:00 p.m.

8 D. General/Program Manager roles and responsibilities shall include, but not be limited to:

9 1. Maintain ongoing communication with ADMINISTRATOR in regards to program
10 operations and issues;

11 2. Develop all P&Ps regarding the program; At a minimum, P&P's shall be reviewed annually
12 and revised as needed;

13 3. Submit monthly performance outcome data to ADMINISTRATOR with verification that
14 outcome data is correct; and

15 4. Fiscal and programmatic management of the Transportation Services program operating
16 budget.

17 E. 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 place it in their personnel files.

20 F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

21 G. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
22 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

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

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

33 J. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
34 Staffing Paragraph of this Exhibit A to the Contract.

35 //

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 NON-EMERGENCY TRANSPORTATION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CABCO YELLOW INC. DBA CALIFORNIA YELLOW CAB
 8 JULY 1, 2023 THROUGH JUNE 30, 2026
 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 to the Contract or in Subparagraph B below, shall have the same
 14 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
 15 CFR Parts 160 and 164 (“the 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, and
 17 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

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

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and
24 control access to it.

25 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
26 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
27 methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
2 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
3 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

37 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

1 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
2 B.2.a above.

3 D. SECURITY RULE

4 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
5 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
6 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to
7 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
8 CONTRACTOR shall develop and maintain a written information privacy and security program that
9 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
10 CONTRACTOR's operations and the nature and scope of its activities.

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

15 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
16 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
17 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
18 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
19 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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

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

37 E. DATA SECURITY REQUIREMENTS

1 1. Personal Controls

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

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

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

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

27 2. Technical Security Controls

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

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

37 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses

1 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 required to perform necessary business functions may be copied, downloaded, or exported.

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

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

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

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

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

35 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
37 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media

1 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
2 require prior written permission by COUNTY.

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

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

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

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

22 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
24 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
25 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
26 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
27 website access, file transfer, and E-Mail.

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

32 3. Audit Controls

33 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
34 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY must have at least an annual system risk assessment/security review which provides
37 assurance that administrative, physical, and technical controls are functioning effectively and providing

1 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

9 4. Business Continuity/Disaster Recovery Control

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

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

22 5. Paper Document Controls

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

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

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

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

7 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
8 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
9 COUNTY.

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

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

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

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

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

31 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

32 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
33 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
34 //
35 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
36 COUNTY except for the specific Uses and Disclosures set forth below.

37 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,

1 for the proper management and administration of CONTRACTOR.

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

5 1) The Disclosure is required by law; or

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

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

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

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

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

20 H. PROHIBITED USES AND DISCLOSURES

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

26 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
27 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
28 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
29 17935(d)(2).

30 I. OBLIGATIONS OF COUNTY

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

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

37

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

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO THE CONTRACT FOR PROVISION OF
 NON-EMERGENCY TRANSPORTATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CABCO YELLOW INC. DBA CALIFORNIA YELLOW CAB
 JULY 1, 2023 THROUGH JUNE 30, 2026

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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