

1 CONTRACT FOR PROVISION OF  
2 MENTAL HEALTH AND WELL-BEING FOR TRANSITIONAL AGE YOUTH  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND

6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ORANGE COUNTY  
7 DBA PARTNERS4WELLNESS  
8 JULY 1, 2024 THROUGH JUNE 30, 2026  
9

10 THIS CONTRACT entered into this 1st day of July 2024, is by and between the COUNTY OF  
11 ORANGE, a political subdivision of State of California (COUNTY), and National Council on Alcoholism  
12 and Drug Dependence Orange County dba Partners4Wellness, a California nonprofit corporation  
13 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as  
14 "Party" or collectively as "Parties." This Contract shall be administered by the Director of COUNTY's  
15 Health Care Agency or an authorized designee (ADMINISTRATOR).  
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17 **W I T N E S S E T H:**  
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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health  
20 and Well-Being for Transitional Age Youth described herein whom reside or work in Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS****Term:** July 1, 2024, through June 30, 2026

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

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

<b>Amount Not To Exceed:</b>	Period One Amount Not To Exceed	\$ 700,800
	Period Two Amount Not To Exceed	<u>\$ 700,800</u>
	<b>TOTAL AMOUNT NOT TO EXCEED:</b>	\$1,401,600

**Basis for Reimbursement:** Actual Cost**Payment Method:** Monthly In Arrears**CONTRACTOR UEI Number:** 030591697**CONTRACTOR TAX ID Number:** 95-1970946**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** National Council on Alcoholism and Drug Dependence Orange County  
Dba Partners4Wellness  
15300 Barranca Parkway, Suite 150  
Irvine, CA 92618  
Attention: Phillip Falcetti, CEO  
E-mail: phillipf@p4w.org

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## I. ACRONYMS

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

A. AES	Advanced Encryption Standard
B. ARRA	American Recovery and Reinvestment Act
C. ASAM	American Society of Addiction Medicine
D. ASRS	Alcohol and Drug Programs Reporting System
E. BCP	Business Continuity Plan
F. CalOMS	California Outcomes Measurement System
G. CAP	Corrective Action Plan
H. CCC	California Civil Code
I. CCR	California Code of Regulations
J. CD/DVD	Compact Disc/Digital Video or Versatile Disc
K. CEO	County Executive Office
L. CESI	Client Evaluation of Self at Intake
M. CEST	Client Evaluation of Self and Treatment
N. CHHS	California Health and Human Services Agency
O. CFR	Code of Federal Regulations
P. CHPP	COUNTY HIPAA Policies and Procedures
Q. CHS	Correctional Health Services
R. CIPA	California Information Practices Act
S. CMPPA	Computer Matching and Privacy Protection Act
T. COI	Certificate of Insurance
U. CSU	Crisis Stabilization Unit
V. DATAR	Drug Abuse Treatment Access Report
W. D/MC	Drug/Medi-Cal
X. DHCS	Department of Health Care Services
Y. DMV	Department of Motor Vehicles
Z. DoD	US Department of Defense
AA. DOJ	Department of Justice
AB. DPFS	Drug Program Fiscal Systems
AC. DRP	Disaster Recovery Plan
AD. DRS	Designated Record Set
AE. DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
AF. EHR	Electronic Health Records
AG. ePHI	Electronic Protected Health Information
AH. FIPS	Federal Information Processing Standards

1	AI.	FTE	Full Time Equivalent
2	AJ.	GAAP	Generally Accepted Accounting Principles
3	AK.	HCA	Health Care Agency
4	AL.	HHS	Health and Human Services
5	AM.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
6			Law 104-191
7	AN.	HSC	California Health and Safety Code
8	AO.	ID	Identification
9	AP.	IEA	Information Exchange Contract
10	AQ.	IRIS	Integrated Records and Information System
11	AR.	ISO	Insurance Services Office
12	AS.	MHP	Mental Health Plan
13	AT.	NIATx	Network for Improvement of Addiction Treatment
14	AU.	NIST	National Institute of Standards and Technology
15	AV.	OCJS	Orange County Jail System
16	AW.	OCPD	Orange County Probation Department
17	AX.	OCR	Office for Civil Rights
18	AY.	OCSD	Orange County Sheriff's Department
19	AZ.	OIG	Office of Inspector General
20	BA.	OMB	Office of Management and Budget
21	BB.	OPM	Federal Office of Personnel Management
22	BC.	P&P	Policy and Procedure
23	BD.	PA DSS	Payment Application Data Security Standard
24	BE.	PC	State of California Penal Code
25	BF.	PCI DSS	Payment Card Industry Data Security Standard
26	BG.	PHI	Protected Health Information
27	BH.	PII	Personally Identifiable Information
28	BI.	PI	Personal Information
29	BJ.	PRA	Public Record Act
30	BK.	SIR	Self-Insured Retention
31	BL.	SUD	Substance Use Disorder
32	BM.	HITECH Act	The Health Information Technology for Economic and Clinical Health
33			Act, Public Law 111-005
34	BN.	USC	United States Code
35	BO.	WIC	State of California Welfare and Institutions Code
36	//		
37	//		

## **II. ALTERATION OF TERMS**

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

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

## **III. AMOUNT NOT TO EXCEED**

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

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

## **IV. ASSIGNMENT OF DEBTS**

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

## **V. COMPLIANCE**

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements

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1 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.  
2 These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own compliance program to  
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR shall  
14 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.  
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that  
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
32 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,  
33 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
35 retained to provide services related to this Contract monthly to ensure that they are not designated as  
36 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services  
37 Administration's Excluded Parties List System or System for Award Management, the Health and Human



Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

6. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural

Competency Plan and submit the updates to the State for review and approval annually.(CCR, Title 9, §1810.410.subds.(c)-(d).

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

## **VI. CONFIDENTIALITY**

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

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

C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.

## **VII. CONFLICT OF INTEREST**

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

## **VIII. COST REPORT**

A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers,

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

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

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

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

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

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

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

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

CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

#### **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

35 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status  
36 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also  
37 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,

1 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as  
2 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to  
3 or during the period of Contract performance. While CONTRACTOR must provide this information  
4 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of  
5 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in  
6 these areas whenever requested by COUNTY.

## 7 8 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

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36 //

## 37 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 10 11 **XII. EQUIPMENT**

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

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

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

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

37 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical



inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

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

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

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

### **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

### **XIV. INDEMNIFICATION AND INSURANCE**

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

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR

1 agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to  
2 COUNTY during the entire term of this Contract.

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

12 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs  
13 in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY  
14 Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from  
15 CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify COUNTY for any  
16 and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity  
17 provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,  
18 and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

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

### 30 F. QUALIFIED INSURER

31 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-  
32 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition  
33 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

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

### 36 Coverage

### 37 Minimum Limits

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
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability	\$1,000,000 per claims -made or occurrence \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

1. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

#### H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

#### I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

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b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at

1 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance  
2 maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

17 L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any  
18 policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is  
19 due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to  
20 provide written notice of cancellation may constitute a material breach of the Contract, upon which  
21 COUNTY may suspend or terminate this Contract.

22 M. If CONTRACTOR's Professional Liability, Sexual Misconduct, and/or Network Security &  
23 Privacy Liability are "Claims-Made" policy(ies), CONTRACTOR shall agree to the following:

24 1. The retroactive date must be shown and must be before the date of the Contract or the  
25 beginning of the contract services.

26 2. Insurance must be maintained, and evidence of insurance must be provided for at least three  
27 (3) years after expiration or earlier termination of the Contract.

28 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy  
29 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must  
30 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier  
31 termination 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.

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37 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)

1 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR'S obligation  
2 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

7 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
8 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY  
9 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may  
10 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
11 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 this  
14 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

## 15 16 **XV. INSPECTIONS AND AUDITS**

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

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

### 31 **C. AUDIT RESPONSE**

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

37 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement



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

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

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

## **XVI. LICENSES AND LAWS**

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.

12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
23. 42 CFR, Section 438, Managed Care Regulations.

#### **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least fifteen (15) calendar days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least fifteen (15) calendar days and in writing by ADMINISTRATOR.

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

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

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#### **XVIII. MINIMUM WAGE LAWS**

1 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
2 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
3 or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"  
4 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
5 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing  
6 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum  
7 Wage.

8 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
9 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
10 standards pursuant to providing services pursuant to this Contract.

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

## 15 16 **XIX. NONDISCRIMINATION**

### 17 **A. EMPLOYMENT**

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

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

32 3. CONTRACTOR shall not discriminate between employees with spouses and employees with  
33 domestic partners or discriminate between domestic partners and spouses of those employees, in the  
34 provision of benefits.

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37 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for



1 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity  
2 Commission setting forth the provisions of the EOC.

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

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

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

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

35 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
36 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints  
37 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and

ADMINISTRATOR.

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

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

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

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

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

## **XX. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission

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confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,

1 or any other expedited delivery service.

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

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

## 8 9 **XXI. NOTIFICATION OF DEATH**

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

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

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

### 20 2. WRITTEN NOTIFICATION

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

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

28 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
29 hand deliver or fax to a known number said notification.

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

34 //

35 //

36 //

## 37 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

### 8 9 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

21 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
22 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations  
23 and/or settlement of claims.

24 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following  
25 discharge of the participant, client and/or patient.

26 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
27 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
28 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
29 written approval to CONTRACTOR to maintain records in a single location, identified by  
30 CONTRACTOR.

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

34 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,  
35 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request  
36 //

37 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or

1 for a covered entity that is:

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

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

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

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

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

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

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

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

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

#### 22 **XXIV. RESEARCH AND PUBLICATION**

23 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
24 or developed, as a result of this Contract for the purpose of personal or professional research, or for  
25 publication.  
26

#### 27 **XXV. REVENUE**

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

31 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
32 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide  
33 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR  
34 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which  
35 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.  
36

37 C. 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.

## **XXVI. 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.

## **XXVII. 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 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).
- //
2. Making phone calls outside of the local area unless documented to be directly for the purpose

1 of Client care.

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

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

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

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

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

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

### 12 **XXVIII. STATUS OF CONTRACTOR**

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

### 24 **XXIX. TERM**

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

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

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36 //

### 37 **XXX. TERMINATION**

1 A. Unless otherwise specified in this Contract, COUNTY may terminate this Contract upon five (5)  
2 calendar days written notice if CONTRACTOR fails to perform any of the terms of this Contract. At  
3 ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days'  
4 for corrective action.

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

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

- 13 1. The loss by CONTRACTOR of legal capacity.
- 14 2. Cessation of services.
- 15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
16 another entity without the prior written consent of COUNTY.
- 17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
18 required pursuant to this Contract.
- 19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
20 Contract.
- 21 6. The continued incapacity of any physician or licensed person to perform duties required  
22 pursuant to this Contract.
- 23 7. Unethical conduct or malpractice by any physician or licensed person providing services  
24 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
26 Contract.

27 D. CONTINGENT FUNDING

- 28 1. Any obligation of COUNTY under this Contract is contingent upon the following:
  - 29 a. The continued availability of federal, state and county funds for reimbursement of  
30 COUNTY's expenditures, and
  - 31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
32 approved by the Board of Supervisors.
- 33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
34 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
35 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
36 CONTRACTOR shall not be obligated to accept the renegotiated terms.

37 E. In the event this Contract is suspended or terminated prior to the completion of the term as



specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed of this Contract to be consistent with the reduced term of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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### **XXXI. THIRD PARTY BENEFICIARY**

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

**XXXII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ORANGE COUNTY  
5 DBA PARTNERS4WELLNESS

6 DocuSigned by:  
7 BY: Phillip Falchetti, CEO DATED: 3/6/2024  
8 AEF2AF993BF24F8...  
9 TITLE: CEO

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11  
12  
13  
14 COUNTY OF ORANGE

15  
16  
17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
18 HEALTH CARE AGENCY

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

26  
27 DocuSigned by:  
28 BY: Brittany McLean DATED: 3/6/2024  
29 71CFE638662E411...  
30 DEPUTY

31  
32  
33  
34  
35 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or  
37 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  
CONTRACT FOR PROVISION OF  
MENTAL HEALTH AND WELL-BEING FOR TRANSITIONAL AGE YOUTH  
BETWEEN  
COUNTY OF ORANGE  
AND  
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ORANGE COUNTY  
DBA PARTNERS4WELLNESS  
JULY 1, 2024 THROUGH JUNE 30, 2026

**I. COMMON TERMS AND DEFINITIONS**

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

1. Action Plan means a form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

2. Activity means an organized function designed to advance a prevention strategy or objective.

3. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

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

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

6. Assessment means a professional review and evaluation of an individual's mental health needs and conditions to determine the most appropriate course of services.

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

8. Collaboration means a process of participation through which people, groups, and agencies work toward unified prevention goals.

9. Community-Defined Practices means "validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices' effectiveness may be documented using community-defined evidence that eventually will allow the procedure to have an equal standing with evidence-based practices currently defined in the peer reviewed literature." [National

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1 Network to Eliminate Disparities Latino Work Group] cited by California Department Mental Health,  
2 Prevention And Early Intervention (PEI) Resource Materials.

3 10. Community Outreach Activities means outreach events that are organized by other entities  
4 or by CONTRACTOR where the public can attend and receive information about available services  
5 (for example but not limited to health fairs, door-to-door outreach, grocery stores, laundromats, bus  
6 stops, religious organizations, schools, gathering places, shelters, a street corner, community festivals,  
7 etc.).

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

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

13 13. Engagement means the process by which a trusting relationship between a worker and  
14 Participant is established with the goal to link the Participant to appropriate services.

15 14. Enrollment means the data entry of a Participant's program information into COUNTY's  
16 database for purposes of recording and tracking a Participant's involvement in the program.

17 15. Events means events organized by CONTRACTOR, where CONTRACTOR invites  
18 community members to attend a predetermined location in the community where staff is available to  
19 provide information and referrals. Large events are intended to attract in excess of one hundred (100)  
20 Participants (for example but not limited to, a conference, concerts, art exhibitions, large health fair,  
21 etc.). Small events are intimate events organized by CONTRACTOR in a location in the community where  
22 staff is available to provide information and referrals and is intended to reach a lower number of  
23 Participants.

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

28 17. Evaluation means the systematic investigation of the value and impact of an intervention or  
29 program.

30 18. Family Member means any traditional and/or non-traditional support system, significant  
31 other, or natural support designated by the Participant.

32 19. Follow-up means ensuring that the Participant has linked to the referred service and/or  
33 successfully transitioned from one service to another.

34 20. Group Intervention means the delivery of services to more than one individual or family.

35 21. Health Education means providing information and/or training on one or more health topics.

36 //

37 //

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

23. Information Dissemination means one-way communication, direct from the source to the audience, that provides information about a prevention issue and is designed to create awareness and knowledge of that issue.

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

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

26. Linkage means when an individual is connected to programs or services through warm hand off or follow-up to ensure connection is made.

27. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

28. Mental Health Condition means diminished cognitive, emotional, or social abilities, that affect mood, thought and behaviors.

29. MHSA means the law that provides funding for expanded community mental health services, also known as "Proposition 63."

30. Outcome means measurable change that occurs as a result of a program's overall performance in implementing its planned activities.

31. Outcome Measure means a statement that specifies the measurable result or direct impact of a program or activity in reference to a quantitative criterion and a timeframe.

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

33. Peer Support means the service is provided by someone with lived, personal experience which is consistent with the experiences and culture of the population with which the peer is working.

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

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

36. PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to



1 the past, present, or future physical or mental health condition of an individual, provision of health care to  
2 an individual, or the past, present, or future payment for health care provided to an individual.

3 37. PII means any information that could be readily used to identify a specific person, including  
4 but not limited to: name, address, telephone number, email address, driver's license number, Social  
5 Security number, bank account information, credit card information, or any combination of data that could  
6 be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

7 38. Prevention means the group or individual interventions that occur before the initial onset of  
8 a mental health disorder. Prevention promotes positive cognitive, social, and emotional development and  
9 encourages a state of well-being that allows the individuals to function well in the face of changing and  
10 sometimes challenging circumstances.

11 39. Referral means an individual receives information or contacts for services or programs, or an  
12 unsuccessful linkage attempt.

13 40. Social Media means a group of internet-based communication tools/applications that allow  
14 the creation and exchange of user-generated content; social media is media for social interaction. Types  
15 of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content  
16 communities (YouTube), and social networking sites (Facebook).

17 41. Social Support means assistance that may include companionship, emotional backing,  
18 cognitive guidance, material aid and special services.

19 42. Support Group means a meeting/group, facilitated by program staff, consisting of two (2) or  
20 more people (or a number mutually agreed upon in the Contract) who have similar experiences and  
21 concerns and who meet in order to provide emotional help, advice and encouragement for one another.

22 43. Technical Assistance means services provided by staff to guide prevention programs,  
23 community organizations, and individuals to conduct, strengthen, or enhance specific prevention activities.

24 44. Training means an instructional process that is intended to impart the knowledge, skills, and  
25 competencies required for the performance of a particular job, project, or task. Training is a skill building  
26 Activity that teaches a person how to do something and carries the expectation that the person will take  
27 direct, purposeful action by applying the skills developed.

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

31 46. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged  
32 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help from  
33 any traditional mental health service.

34 47. Unduplicated Participant means an individual who is counted only once, despite how many  
35 programs the individual is enrolled in during a contractual Contract period. For example; if a Participant  
36 receives individual and group services, they can only be counted once.

37 //

48. Units of Service means the number and/or type of activities CONTRACTOR will fulfill during a contractual Contract period.

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

## **II. BUDGET**

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS			
Salaries	\$ 40,810	\$ 40,810	\$ 81,620
Benefits	9,013	9,013	18,026
Services and Supplies	<u>13,000</u>	<u>13,000</u>	<u>26,000</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$ 62,823	\$ 62,823	\$ 125,646
PROGRAM COSTS			
Salaries	\$ 332,405	\$332,405	\$664,810
Benefits	61,822	61,822	123,644
Services and Supplies	116,250	116,250	232,500
Subcontractor(s)	<u>127,500</u>	<u>127,500</u>	<u>255,000</u>
SUBTOTAL PROGRAM COSTS	\$637,977	\$637,977	\$1,275,954
TOTAL GROSS COSTS	\$700,800	\$700,800	\$1,401,600
REVENUE			
MHSA	<u>\$700,800</u>	<u>\$700,800</u>	<u>\$1,401,600</u>
TOTAL REVENUE	\$700,800	\$700,800	\$1,401,600
TOTAL AMOUNT NOT TO EXCEED	\$700,800	\$700,800	\$1,401,600

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by

ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

D. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

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

### **III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$58,400 per month for Periods One and Two as specified in the Referenced Contract Provisions of the Contract.

B. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost

1 of providing the services hereunder; provided, however, the total of such payments does not exceed  
2 COUNTY's Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract  
3 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal  
4 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for  
5 which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

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#### IV. REPORTS

A. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not be limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress.

#### B. FISCAL

1. Expenditure and Revenue Report. Throughout the term of the Contract, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form provided by ADMINISTRATOR and will report year-to-date actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract.

2. Year-End Projections. CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs and revenues and anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

3. Staffing Report CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract, and staff hours worked by position. Staffing Reports will be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

C. The monthly Programmatic, Expenditure and Revenue, Year-End Projection, and Staffing reports shall be received by 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.

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

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

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## V. SERVICES

### A. FACILITIES

1. CONTRACTOR shall maintain a facility/(ies) for the provision of Mental Health and Well-Being Services for Transitional Age Youth (TAY) described herein at the following location(s), or any other location, approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to support the services identified within the Contract.

National Council on Alcoholism and Drug Dependence  
15300 Barranca Parkway, Suite 150  
Irvine, CA 92618

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. and maintain the capability to provide services outside of these business hours, to include evening and weekend hours in order to accommodate TAY and their allies, including school faculty and staff who are unable to participate during regular business hours and engage in outreach events scheduled outside of regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

3. In the event of a public health concern and/or to abide by local, state and federal recommendations, CONTRACTOR services may be changed from in-person to a virtual setting. When adjustments to locations are necessary, CONTRACTOR shall provide ADMINISTRATOR with foreseeable and appropriate written notice, in advance of such changes.

4. CONTRACTOR's services shall include, but be not limited to, provision of the following service components as outlined below.

### B. MENTAL HEALTH AND WELL-BEING SERVICES FOR TRANSITIONAL AGED YOUTH (TAY)

1. CONTRACTOR shall provide services within Orange County that promote mental health and well-being for TAY, ages sixteen (16) to twenty-four (24), who may be vulnerable, and/or at risk of developing a behavioral health condition, including mental illness and substance use disorders, due to environmental conditions or other risk factors. Mental Health and well-being services must prioritize TAY who are vulnerable, isolated, at-risk, unserved, and underserved. CONTRACTOR shall address the mental health needs of TAY including students in the colleges and universities, trade schools and community-based organizations servicing TAY and their allies as well as those TAY who are not part of traditional educational institutions and may be particularly hard to reach; these may include but not be limited to at-risk TAY, foster youth; participants from social services or juvenile justice systems; veterans; monolingual non-English speakers, recent immigrants; refugees; homeless individuals; deaf and hard of

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1 hearing individuals; and lesbian, gay, bisexual, and transgender, intersex and questioning (LGBTQIA)  
2 individuals.

3 2. CONTRACTOR shall prioritize supporting the mental health and well-being of TAY by  
4 empowering all impacted individuals and addressing the upstream risk factors associated with the  
5 development of behavioral health conditions. CONTRACTOR shall promote mental health and wellness,  
6 foster connectedness, enhance resilience, and facilitate the reduction of stigma. Efforts will be made to  
7 raise awareness about behavioral health topics and make available relevant resources to encourage help-  
8 seeking behaviors among TAY individuals.

9 3. The primary focus of service delivery shall include: Outreach, Coalition Building and  
10 Networking, Education Activities/Workshops, and Social Media and Digital Marketing.

11 4. Subcontractors can be utilized with the approval of ADMINISTRATOR, in order to expand  
12 the reach of the contracted services. Subcontractors shall enhance access to the target population as  
13 outlined within the service contract. Subcontracted services shall incorporate some or all of the identified  
14 services (Outreach, Social Media/Digital Marketing Campaigns, Educational Groups/Workshops,  
15 Educational/Informational Materials Development and Information Dissemination, Coalition  
16 Building/Networking, and Events). CONTRACTOR shall be responsible for the establishment of the  
17 subcontractors' scopes of service, ensuring subcontractor staff are appropriately trained and capable of  
18 supporting the target population, tracking service outcomes for each subcontractor, and reporting these  
19 outcomes to ADMINISTRATOR on a monthly basis.

20 5. Community and College/University Collaborations: CONTRACTOR shall actively  
21 collaborate with colleges and universities and community-based organizations specifically for the  
22 purposes of outreach, community networking and educational activities specifically designed for TAY  
23 and young adults. CONTRACTOR shall also ensure that there is active collaboration with community  
24 and governmental agencies and organizations serving TAY that include, but are not limited to, agencies  
25 serving homeless and displaced youth, agencies serving LGBTQI, youth veterans and military families,  
26 individuals with chronic disease or disabilities, individuals impacted by addiction and individuals  
27 impacted by domestic violence and foster youth. CONTRACTOR shall ensure that these partnerships  
28 will be made with the purpose of outreaching to these organizations, bringing awareness regarding mental  
29 health issues among TAY and what resources are available in the community to address these concerns  
30 and address any gaps. CONTRACTOR shall create Memoranda of Understanding (MOU) with the above  
31 mentioned agencies as necessary.

32 C. SERVICES TO BE PROVIDED:

33 1. OUTREACH: CONTRACTOR shall design outreach services to connect with Orange  
34 County TAY and their allies. The goal of the services is to reduce stigma, increase awareness, engage  
35 with youth and their allies and disseminate information related to mental health and wellness.

36 a. Mental health outreach services and activities shall raise awareness and educate the TAY  
37 and their allies regarding mental health issues and available services and resources. Services will focus

1 on improving help-seeking behaviors, reduce stigma and increasing access to resources. CONTRACTOR  
2 shall focus on building rapport and trust with TAY individuals who may not be aware of available  
3 behavioral health resources and would otherwise be unserved or under served. CONTRACTOR shall  
4 utilize strategies that will be culturally inclusive and accepted by the target population and shall include  
5 micro and macro level traditional and nontraditional outreach methods/strategies to raise awareness,  
6 educate and connect with individuals who may otherwise be underserved or unserved.

7 b. Outreach shall be conducted at but not limited to: outdoor and indoor community events,  
8 community-based services agencies, sporting events, college campuses, shelters, inpatient and outpatient  
9 facilities, community centers, community businesses, supportive service agencies, and via web-based  
10 platforms including social media and other platforms approved by ADMINISTRATOR.

11 c. Strategies may include but not be limited to community outreach and presentations  
12 conducted by staff who are trusted members of the community and are able to build rapport and trust with  
13 the community. Staff shall raise awareness about mental health and wellness topics and provide  
14 information about available services and resources Information dissemination may be achieved via  
15 resource tabling at small-or large-scale community events, such as resource/health/wellness/career fairs,  
16 conference, church events, community events, 5k races, online (public service announcement, email,  
17 social media or digital marketing) or via telephone.

18 d. CONTRACTOR shall develop and distribute culturally appropriate collateral materials  
19 such as handouts, brochures, flyers, social media posts, and resource guides.

20 e. CONTRACTOR's outreach efforts shall focus on sharing information about the mental  
21 health needs of the target population including risk and protective factors, disseminating resources and  
22 educational materials, reducing mental health stigma; and connecting the target population to  
23 community resources, including but not limited to, COUNTY's digital resource navigation tool, OC  
24 Navigator, to provide an expansion of support and interpersonal connection for vulnerable individuals.

25 f. Outreach Events CONTRACTOR shall organize or collaborate with community  
26 organizations, educational facilities/institutions, and TAY to facilitate culturally appropriate, in-person  
27 events that will focus on reducing stigma, raising awareness on a variety of mental health and wellness  
28 topics, and provide socialization opportunities for TAY to increase connectedness. These may include,  
29 but not be limited to, activities such as:

30 1) Art Exhibits showcasing artwork, photographic displays, Photo, Voice, etc. created  
31 by Participants that promote mental health awareness, suicide prevention, stigma reduction, etc.

32 2) Performances such as theatre, dance, musical performances, film screenings, and  
33 other creative artistic expressions or other creative mediums highlighting different mental health topics.

34 3) Conference/summit highlighting mental health topics including suicide prevention,  
35 barriers to help seeking followed by panel discussions and facilitated by mental health professionals.

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4) Other events including pop up events, panel discussion series, walks, community forums including but not limited to observe mental health awareness month, world suicide prevention day/week/month, survivor of suicide loss day, mental health day, etc.

5) CONTRACTOR shall ensure that these community events are provided in community settings that are accessible to TAY and young adults throughout Orange County. These events shall be coordinated and implemented in partnership with other community and county agencies serving the target populations, with in-language translations available based on registrant requests for languages. The events shall be culturally informed and relevant. The location/venue for the events shall be located within Orange County.

6) CONTRACTOR shall facilitate eight (8) large-scale community events, annually. The large-scale community events shall reach a combined minimum of 2,500 Participants and will integrate mental health and wellness, prevention, and stigma reduction as a part of ongoing community dialogue and presence. Examples of community events may include but not limited to TAY Wellness Collaborative Mixer, College/University Mental Health resource fairs, Cultural Arts Presentations, Exhibits/Events, and conferences.

7) CONTRACTOR shall actively promote all events and engage community involvement and participation. All events shall be promoted extensively to maximize and increase attendance of the targeted demographic to serve as many Participants as possible and in line with maximum venue capacities.

8) CONTRACTOR shall advertise and publicize through social media platforms, newsletters, websites, and other community specific outreach activities at community and cultural events.

9) CONTRACTOR shall also participate in a minimum of twelve (12) community outreach activities. CONTRACTOR shall collaborate with existing community agencies serving TAY and young adults for the events and ensure that the efforts are not duplicated but complemented. The 12 community outreach activities shall reach a combined minimum of 1,200 Participants and support the integration of mental health and wellness, prevention, and stigma reduction as a part of ongoing community dialogue.

10) Participant support shall be made available immediately following each activity/event for referral and/or linkage to various COUNTY and community-based mental health service programs. Mental health service resources shall be made available to persons in attendance and COUNTY's website: at: <https://ocnavigator.org/m/ocn>.

11) CONTRACTOR shall be responsible for all aspects of the development and implementation of all events, from concept through execution, and ensure ADMINISTRATOR is provided with appropriate and periodic updates at all phases.

12) CONTRACTOR shall collaborate with its subcontracted providers to ensure that events are coordinated countywide and to provide in-language translations based on registrant requests

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1 for languages. CONTRACTOR shall engage staff/volunteers to plan and coordinate the events as  
2 applicable.

3 2. NETWORKING AND COALITION BUILDING: CONTRACTOR shall provide  
4 Community Networking Services to increase help-seeking behaviors, promote awareness about mental  
5 health issues, increase access to resources, build resiliency and protective factors; and reduce risk factors,  
6 stressors and stigma related to mental illness; and increase support through, information and resources in  
7 the community.

8 a. COMMUNITY OUTREACH/COLLABORATIONS: Through the development,  
9 expansion and maintenance of collaborative relationships, CONTRACTOR shall ensure that there is  
10 active and ongoing coordination with OC Health Care Agency, community agencies and educational  
11 institutions serving TAY in support of understanding the TAY communities needs relating to mental  
12 health and wellbeing.

13 1) CONTRACTOR shall recruit community leaders, educational leadership, faculty,  
14 staff, students, peer leaders, and other stakeholders in Orange County to actively participate in the process  
15 of coalition building and establishing a TAY resource network.

16 2) CONTRACTOR shall maintain and expand the TAY Community Coalition,  
17 CONNECT OC, to engage and support TAY and their allies in Orange County. CONNECT OC shall  
18 include faculty, staff and students from local colleges and universities, peer leaders and community  
19 agencies and organizations serving TAY and young adults that include, but are not limited to, law  
20 enforcement, agencies serving homeless and displaced youth, agencies serving LGBTIQ+ youth, veterans,  
21 military families, and faith-based organizations. Active members will be encouraged to recruit new  
22 members on an ongoing basis.

23 3) CONTRACTOR staff shall be responsible for convening and coordinating ongoing  
24 coalition building activities, which shall include, but not be limited to:

- 25 a) Developing and distributing meeting agendas,
- 26 b) Maintaining ongoing communication between all partners,
- 27 c) Integrating and aligning efforts among partners,
- 28 d) Coordinating activities to assist in strategizing, planning, and implementing  
29 activities, objectives and goals,
- 30 e) Recruiting new individuals and agencies to CONNECT OC and integrating  
31 efforts among colleges and universities and the community at large, and
- 32 f) Identifying media and social media strategies to promote relevant information  
33 and resources and promote events.

34 b. As part of their ongoing networking and coalition building activities, CONTRACTOR will  
35 attend, at minimum, twenty (20) community meetings that are sponsored or facilitated by other  
36 community agencies, organizations or educational facilities/institutions. As part of their attending these  
37 //

meetings, CONTRACTOR shall share information and resources about the mental health, develop new networking relationships, and incorporate new partners into ongoing coalition building activities.

c. CONTRACTOR shall facilitate four (4) TAY Wellness Collaborative Meetings annually. The TAY Wellness Collaborative shall be a joint effort between faculty/staff from different colleges and universities and will seek to involve administrative leadership, educators, faculty and students who oversee student life programs as well as other essential programs in support of TAY mental health and wellness within a district or on campus. The goal of the collaborative meetings shall be to create a space to foster discussion regarding the well-being of the student population, gain an understanding of the different needs of each campus, and collaborate on ways to fill existing resource gaps. The collaborative will bring different professionals and resource providers together to increase opportunities to develop events that meet the specific needs of TAY of each campus. CONTRACTOR shall provide a quarterly update (i.e. identifying any policy changes, resources developed, or programming implemented in support of TAY) resulting from discussions occurring within the TAY Wellness Collaborative Meetings to the Connect OC Coalition members.

d. Through these community and collaborative meetings, CONTRACTOR shall reach a combined minimum of 600 Participants annually.

### 3. COMMUNITY WORKSHOPS and EDUCATIONAL ACTIVITIES:

a. Community Workshops: CONTRACTOR shall conduct educational workshops and activities at community-based organizations, colleges, universities, and other service partner venues to engage Participants and recruit them for weekly, bi-weekly, monthly and multi-session workshops, led by trained Engagement Coordinators, which will be held primarily in the community. The workshops shall be designed for self-expression through the creation of artistic work where participants use their own life experiences as inspiration, exploring topics relating to emotional health and wellness, and other behavioral health topics relevant to the needs of the TAY participants.

b. In person community workshops shall be held throughout Orange County at locations that will connect the Participants to programs within their own communities and are also geographically accessible.

c. CONTRACTOR shall conduct a minimum of two hundred twenty (220) community workshops annually, reaching a combined minimum of 3,000 Participants.

d. Community Educational Forums: CONTRACTOR shall facilitate a minimum of ten (10) Community Educational Forums annually and reach a combined minimum of 500 Participants attending the meetings annually. These meetings may be a combination of online and in person in order to maximize access and participation throughout Orange County. Online education forums shall be recorded and posted through social media platforms approved by ADMINISTRATOR. These Community Educational Forums, shall present information relating to behavioral health topics by subject matter experts, that include, but not be limited to, the signs and symptoms of mental health conditions including suicide, coping skills, speaking to TAY and young adults about behavioral health, trauma, anxiety-prevention



1 techniques, crisis prevention, stigma reduction topics etc. Topics shall be pre-approved by  
2 ADMINISTRATOR.

3 4. SOCIAL MEDIA AND DIGITAL MARKETING: CONTRACTOR shall utilize social  
4 media platforms such as Instagram, Twitter, Snap Chat and Facebook or other websites and/or social  
5 networking site approved by ADMINISTRATOR to promote services, engage TAY, as well as enable  
6 access to mental health resources and services.

7 a. CONTRACTOR shall employ an integrated, multi-level digital outreach and marketing  
8 strategy to develop no less than two (2) Social Media Campaigns which shall be designed to reach Orange  
9 County TAY and young adults and TAY allies. Each social media campaign shall be no less than one  
10 month in duration and utilize the social media platforms to present information on the mental health topics  
11 designed to support mental health stigma reduction, mental health education, support help-seeking  
12 behavior, or share information about behavioral health resources. The social media campaigns shall reach  
13 a combined total of no less than 100,000 accounts.

14 b. CONTRACTOR shall provide no less than twenty-six (26) Social Media Activities/Posts  
15 annually. Each social media post shall present information on the behavioral health topics designed to  
16 support mental health stigma reduction, mental health education, support help-seeking behavior, or share  
17 information about behavioral health resources. The social media posts shall reach a combined total of no  
18 less than 300,000 accounts.

19 1) All of CONTRACTOR's social media and marketing activities shall aim to better  
20 inform the community members regarding mental health, seek to improve mental health outcomes,  
21 increase help seeking behaviors and prevent the progression of mental health conditions.

22 2) The social media activities or campaigns may include, but not be limited to, such  
23 activities as, targeted and coordinated social media posts, live social media activities, email campaigns,  
24 themed social media posts, or social media ad campaigns.

25 3) CONTRACTOR shall review all campaign plans with, and obtain approval from,  
26 ADMINISTRATOR no less than thirty (30) calendar days prior to the implementation of the campaign.

27 4) CONTRACTOR shall establish and maintain digital marketing platforms, digital  
28 advertising and marketing, geo located ad placements across social media platforms specific to events,  
29 groups, and workshops.

30 c. CONTRACTOR shall conduct no less than two (2) Public Service Announcements  
31 (PSAs). CONTRACTOR staff shall develop two (2) 60-90 seconds long PSA videos in recognition and  
32 support of a particular mental health topic, approved by ADMINISTRATOR, and shall be promoted  
33 across all social media platforms utilized by CONTRACTOR. The PSAs shall reach a combined  
34 minimum of no less than 600,000 accounts.

35 1) CONTRACTOR staff shall leverage community partners working with diverse TAY  
36 populations to support the development of the mental health related messaging in various languages,  
37 //



1 including for example Spanish, Korean, Vietnamese, Farsi, and can connect CONTRACTOR staff to TAY  
2 who represent a variety of ethnic backgrounds and cultures.

3 2) CONTRACTOR's PSAs shall aim to better inform the community members  
4 regarding mental health, seek to improve mental health outcomes, increase help seeking behaviors and  
5 prevent the progression of mental health conditions.

6 3) CONTRACTOR shall review all PSA plans with, and obtain approval from,  
7 ADMINISTRATOR no less than thirty (30) days prior to the implementation of the PSA.

8 4) CONTRACTOR shall review all components of the PSAs with ADMINISTRATOR,  
9 including but not limited to: topics, scripts, and videos.

10 5) The PSAs shall be shared with all Coalition members, community partners, college  
11 faculty etc. and CONTRACTOR staff shall encourage these network partners to share the videos on their  
12 social media platforms as well.

13 d. CONTRACTOR shall develop, promote and distribute six (6) newsletter editions  
14 annually. The newsletters shall be created and distributed on a bi-monthly basis. CONTRACTOR shall  
15 utilize the newsletter to promote behavioral health resources, stigma reduction, mental health education,  
16 and help seeking behaviors.

17 e. CONTRACTOR shall develop and maintain an up-to-date webpage that lists the services  
18 and resources available through CONTRACTOR, as established by this Contract, and access to  
19 community resources (i.e. OCNavigator.org) and a community-wide calendar of events. The calendar of  
20 events shall include, but not be limited to, the following components: event titles, locations and times of  
21 meetings, educational presentations and trainings, support groups and other educational activities. The  
22 website shall reach a minimum of 2,000 views and 2,000 new users annually.

23 5. CONTRACTOR shall consult with and report progress to ADMINISTRATOR regarding all  
24 the Programmatic benchmarks as well as timeline of the events. This will include the submission of a  
25 detailed Action Plan by CONTRACTOR to ADMINISTRATOR, for review and approval, within thirty  
26 (30) calendar days prior to event start date.

27 6. CONTRACTOR shall provide culturally and age-appropriate information for Participants  
28 and include but not limited to topics of mental health, breaking the stigma and increasing help-seeking  
29 behavior.

30 7. CONTRACTOR shall provide a supportive environment to promote comfort and the  
31 discussion of sensitive topics around mental health.

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

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

#### D. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:

SERVICES	PERIOD ONE	PERIOD TWO
<b>Community Events Calendar</b>	<b>Annually</b>	<b>Annually</b>
<b>OUTREACH</b>		
Community Events	8	8
Community Outreach Activities	12	12
<b>NETWORKING AND COALITION BUILDING</b>		
Community Meetings	20	20
TAY Wellness Collaborative Meetings	4	4
Individuals participating in coalition building through Community and TAY Wellness Collaborative Meetings	600	600
<b>COMMUNITY WORKSHOPS/EDUCATIONAL ACTIVITIES AND GROUPS</b>		
Workshops/Educational Groups	220	220
Participants Attending Workshops/Educational Groups	3,000	3,000
Community Educational Forums (Coalition Meetings)	10	10
Participants Attending Community Educational Forums (Coalition Meetings)	500	500
<b>SOCIAL MEDIA AND DIGITAL MARKETING</b>		
Social Media Campaigns	2	2
Social Media Activities/Posts	26	26
Public Service Announcements (PSAs)	2	2
Website Visits	2,000	2,000
Newsletters	6	6

#### E. OUTCOME MEASURES

1. CONTRACTOR shall complete all surveys, and tools for measurement of outcomes of services, as requested by ADMINISTRATOR. Measures may include, but are not limited to, Stigma Reduction Survey, Knowledge, Attitude Behavior Survey, Educational Feedback Survey and Participant Satisfaction Survey.

2. CONTRACTOR shall complete the online Community Events Tracking form prior to and following each event to capture important event details and the estimated number of Participants reached at each event.

3. CONTRACTOR shall evaluate the impact of the events using ADMINISTRATOR-approved outcome measures across all event services. For all events except Social Media Campaigns, Public Service Announcements and Community Outreach Activities, CONTRACTOR shall administer the Mental Health Event Survey provided by ADMINISTRATOR. For social media campaigns, the number of impressions, engagements, etc. will be tracked and reported using third-party digital/social media analytics approved prior to the launch of the campaign by ADMINISTRATOR.

4. CONTRACTOR shall strive to meet the following outcome measure goals for its program as applicable to the population being served:

a. On average, Participants will report an increased awareness of behavioral health needs pertaining to the target population.

b. On average, Participants will report an increase in knowledge of community mental health resources.

c. On average, Participants will report a decrease in stigma related to behavioral health conditions.

d. On average, Participants will report an increase in willingness to engage in help seeking behaviors.

5. CONTRACTOR will be provided a link and/or QR code to an online version of the Mental Health Event Survey to facilitate survey completion among attendees at large or online events. If the survey is completed on paper, CONTRACTOR must enter the survey responses into the online form within seven (7) calendar days following the event.

6. CONTRACTOR shall request all attendees complete the survey prior to exiting the event/activity.

7. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; individuals who identify as LGBTQI; veterans; and other categories.

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

9. CONTRACTOR shall recruit staff as needed to be trained in the administration of data collection at each event, and to work with selected trained staff with the linguistic capacity to translate the measures and facilitate completion as needed.

10. CONTRACTOR shall identify staff members as necessary to assist in the administration of the measures for those individuals not fluent in English.

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11. CONTRACTOR's evaluations of Participants may be administered in either written or verbal formats to provide outcome measures of the events.

12. CONTRACTOR shall review the event planning process and survey responses with ADMINISTRATOR at the monthly contract meeting, and identify what worked well, opportunities for improvement, and specific strategies for how to apply these learnings to future events, where applicable.

13. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR. The platforms and means of data submission must be approved by ADMINISTRATOR and ensure all privacy requirements are met.

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

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

#### F. PERFORMANCE OUTCOMES

1. A combined minimum of one thousand two hundred (1,200) Participants shall be engaged annually through the twelve (12) community outreach activities.

2. A combined minimum of two thousand five hundred (2,500) Participants shall be engaged annually through the eight (8) large-scale community events.

3. A combined minimum of five hundred (500) Participants shall be engaged annually through the ten (10) community educational forums.

4. A combined minimum of three thousand (3,000) Participants shall be engaged annually through the two hundred twenty (220) workshops/educational groups.

5. A combined minimum of six hundred (600) Participants shall be engaged annually through the collaborative and communities combined.

6. Depending on the scale of the social media campaigns, CONTRACTOR will aim for a combined minimum of 100,000 to 150,000 impressions, with engagements to be determined depending on the marketing plan.

7. Depending on the scale of the public service announcements, CONTRACTOR will aim for a combined minimum of 300,000 to 400,000 impressions, with engagements to be determined depending on the marketing plan.

8. At least 80% of Participants at events and activities, during which surveys must be completed, will report understanding of basic mental health concepts, awareness of how to find available mental health resources, and willingness to actively engage others in supportive/positive conversations about mental health and wellness.

9. CONTRACTOR shall evaluate whether different events receive higher ratings from Participants than other events and/or whether CONTRACTOR successfully reached/engaged the intended target audience for the event.

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

## **VI. STAFFING**

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

DIRECT ADMINISTRATION	<u>FTEs</u>
Chief Executive Officer	0.10
Director of Finance	0.20
Operations Manager	<u>0.20</u>
DIRECT ADMINISTRATION SUBTOTAL	0.50
 PROGRAM ADMINISTRATION	
Program Director	<u>0.05</u>
PROGRAM ADMINISTRATION SUBTOTAL	0.05
 DIRECT PROGRAM	
Program Director	0.95
Community Engagement Manager	0.80
Prevention Program Director	0.05
Outreach Coordinator	1.00
Outreach Coordinator	1.00
Outreach Coordinator	1.00
Outreach Coordinator	0.50
Networking Coordinator	<u>0.50</u>
DIRECT PROGRAM SUBTOTAL	5.80
 SUBCONTRACTORS	
P/R Consultant	0.10
Engagement Coordinators/Teaching Artists	<u>1.03</u>
SUBCONTRACTOR SUBTOTAL	1.13
 TOTAL FTE's	7.48

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

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

15 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained  
16 volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide  
17 ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice  
18 standards or as specified by ADMINISTRATOR.

19 E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and  
20 programmatic, both direct and indirect, which shall include, but not be limited to, an application for  
21 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
22 applicable), pay rate and evaluations justifying pay increases.

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

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

30 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
31 any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall  
32 include at a minimum the following information: employee name(s), position title(s), date(s) of  
33 resignation, date(s) of hire, and a description of recruitment activity.

34 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in  
35 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or  
36 external temporary staffing assignment requests that occur during the term of the Contract.

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

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

10 K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of  
11 CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature  
12 confirmation of its P&P training for each staff member and place in their personnel files.

13 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing  
14 Paragraph of this Exhibit A to the Contract.

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EXHIBIT B  
CONTRACT FOR PROVISION OF  
MENTAL HEALTH AND WELL-BEING FOR TRANSITIONAL AGE YOUTH  
BETWEEN  
COUNTY OF ORANGE  
AND  
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ORANGE COUNTY  
DBA PARTNERS4WELLNESS  
JULY 1, 2024 THROUGH JUNE 30, 2026

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
2 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
3 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

4 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### D. SECURITY RULE

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

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

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

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

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

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

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

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

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

#### E. DATA SECURITY REQUIREMENTS

##### 1. Personal Controls

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

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

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

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

##### 2. Technical Security Controls

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

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

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

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

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

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

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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



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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

26 H. PROHIBITED USES AND DISCLOSURES

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

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

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1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C  
TO CONTRACT FOR PROVISION OF  
MENTAL HEALTH AND WELL-BEING FOR TRANSITIONAL AGE YOUTH  
BETWEEN  
COUNTY OF ORANGE  
AND  
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE ORANGE COUNTY  
DBA PARTNERS4WELLNESS  
JULY 1, 2024 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 Contract" means the CMPPA Contract between SSA and CHHS.

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

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

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

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

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

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

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

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

6 B. TERMS OF CONTRACT

7 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
8 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
9 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract  
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 required  
14 by this Personal Information Privacy and Security Contract or as required by applicable state and federal  
15 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 data  
26 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS  
27 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 Contract; 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 CMPPA  
36 Contract between SSA and CHHS and in the Contract between SSA and DHCS, known as the IEA. The  
37 specific sections of the IEA with substantive privacy and security requirements to be



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

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
8 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
9 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 Contract 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 the  
21 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 Breach  
24 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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