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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2024 through June 30, 2027

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

Period Three means the period from July 1, 2026 through June 30, 2027

AMOUNT NOT TO EXCEED:

Period One Amount Not To Exceed: \$ 184,506

Period Two Amount Not To Exceed: \$ 184,506

Period Three Amount Not To Exceed: \$ 184,506

TOTAL AMOUNT NOT TO EXCEED: \$ 553,518

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: NNXPYCKYMVM8

CONTRACTOR TAX ID Number: 27-1997250

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Resource Oversight & Guidance Services, Inc.
333 City Blvd. West, 17th Floor
Orange, CA 92868
Contact Name: Dean Reyburn, President
Contact Email: dreyburn@rogservices.com

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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:

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5	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	B. AIDS	Acquired Immune Deficiency Syndrome
7	C. ARRA	American Recovery and Reinvestment Act of 2009
8	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	E. ASI	Addiction Severity Index
10	F. ASRS	Alcohol and Drug Programs Reporting System
11	G BHS	Behavioral Health Services
12	H. CalOMS	California Outcomes Measurement System
13	I. CalWORKs	California Work Opportunity and Responsibility for Kids
14	J. CAP	Corrective Action Plan
15	K. CCC	California Civil Code
16	L. CCR	California Code of Regulations
17	M. CEO	County Executive Office
18	N. CESI	Client Evaluation of Self at Intake
19	O. CEST	Client Evaluation of Self and Treatment
20	P. CFDA	Catalog of Federal Domestic Assistance
21	Q. CFR	Code of Federal Regulations
22	R. CHPP	COUNTY HIPAA Policies and Procedures
23	S. CHS	Correctional Health Services
24	T. COI	Certificate of Insurance
25	U. CPA	Certified Public Accountant
26	V. CSW	Clinical Social Worker
27	W. DHCS	California Department of Health Care Services
28	X. D/MC	Drug/Medi-Cal
29	Y. DoD	US Department of Defense
30	Z. DPFS	Drug Program Fiscal Systems
31	AA. DRP	Disaster Recovery Plan
32	AB. DRS	Designated Record Set
33	AC. EEOC	Equal Employment Opportunity Commission
34	AD. EHR	Electronic Health Records
35	AE. EOC	Equal Opportunity Clause
36	AF. ePHI	Electronic Protected Health Information
37	AG. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment

1	AH. FFS	Fee For Service
2	AI. FIPS	Federal Information Processing Standards
3	AJ. FSP	Full Service Partnership
4	AK. FTE	Full Time Equivalent
5	AL. GAAP	Generally Accepted Accounting Principles
6	AM. HCA	County of Orange Health Care Agency
7	AN. HHS	Federal Health and Human Services Agency
8	AO. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 111-005
10	AP. HITECH Act	Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	AQ. HIV	Human Immunodeficiency Virus
13	AR. HSC	California Health and Safety Code
14	AS. ID	Identification
15	AT. IEA	Information Exchange Agreement
16	AU. IRIS	Integrated Records and Information System
17	AV. ITC	Indigent Trauma Care
18	AW. LCSW	Licensed Clinical Social Worker
19	AX. MAT	Medication Assisted Treatment
20	AY. MFT	Marriage and Family Therapist
21	AZ. MH	Mental Health
22	BA. MHP	Mental Health Plan
23	BB. MHS	Mental Health Specialist
24	BC. MHSA	Mental Health Services Act
25	BD. MSN	Medical Safety Net
26	BE. NIH	National Institutes of Health
27	BF. NPI	National Provider Identifier
28	BG. NPPES	National Plan and Provider Enumeration System
29	BH. OCJS	Orange County Jail System
30	BI. OCPD	Orange County Probation Department
31	BJ. OCR	Federal Office for Civil Rights
32	BK. OCSD	Orange County Sheriff's Department
33	BL. OIG	Federal Office of Inspector General
34	BM. OMB	Federal Office of Management and Budget
35	BN. OPM	Federal Office of Personnel Management
36	BO. P&P	Policy and Procedure
37	BP. PA DSS	Payment Application Data Security Standard

1	BQ. PATH	Projects for Assistance in Transition from Homelessness
2	BT. PC	California Penal Code
3	BU. PCI DSS	Payment Card Industry Data Security Standards
4	BV. PCS	Post-Release Community Supervision
5	BW. PHI	Protected Health Information
6	BX. PI	Personal Information
7	BY. PII	Personally Identifiable Information
8	BZ. PRA	California Public Records Act
9	CA. PSC	Professional Services Contract System
10	CB. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
11	CC. SIR	Self-Insured Retention
12	CD. SMA	Statewide Maximum Allowable (rate)
13	CE. SOW	Scope of Work
14	CF. SUD	Substance Use Disorder
15	CG. UMDAP	Uniform Method of Determining Ability to Pay
16	CH. UOS	Units of Service
17	CI. USC	United States Code
18	CJ. WIC	Women, Infants and Children

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.

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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 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

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 by ADMINISTRATOR's Compliance Officer as described in this Paragraph V (COMPLIANCE). These elements include:

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

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

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and

1 | procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
 2 | ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a
 3 | reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
 4 | CONTRACTOR’s proposed Compliance Program and Code of Conduct contain all required elements to
 5 | ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of
 6 | Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 7 | CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
 8 | ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s
 9 | Compliance Officer’s determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

33 | 2. An Ineligible Person shall be any individual or entity who:
 34 | a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 35 | federal and state health care programs; or

36 | //
 37 | //

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 10 **VI. CONFIDENTIALITY**

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

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

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

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

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

32 33 **VII. CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
35 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
36 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
37 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be

1 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
2 providing or offering gifts, entertainment, payments, loans or other considerations which could be
3 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
4 their duties.

6 **VIII. COST REPORT**

7 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to
8 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or
9 termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all
10 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
11 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
12 centers, services, and funding sources in accordance with such requirements and consistent with prudent
13 business practice, which costs and allocations shall be supported by source documentation maintained
14 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the
15 event CONTRACTOR has multiple contracts for mental health services that are administered by HCA,
16 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
17 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
18 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
19 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

35 3. In the event that CONTRACTOR does not submit an accurate and complete individual
36 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the
37 termination of this Contract, and CONTRACTOR has not entered into a subsequent or new contract for

1 any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the
2 term of the Contract shall be immediately reimbursed to COUNTY.

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

9 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
10 less applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth
11 in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
12 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
13 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
14 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by
15 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
16 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
17 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

34
35 Signed _____
36 Name _____
37 Title _____

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. 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 agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume

1 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
2 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
3 part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

37 //

1 Contract, including the delivery of goods and/or provision of services. CONTRACTOR's failure to
2 proceed diligently shall be considered a material breach of this Contract.

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

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

14 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

15 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
16 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
17 and consultants performing work under this Contract meet the citizenship or alien status requirement set
18 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
19 subcontractors, and consultants performing work hereunder, all verification and other documentation of
20 employment eligibility status required by federal or state statutes and regulations including, but not
21 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
22 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
23 covered employees, subcontractors, and consultants for the period prescribed by the law.
24

25 **XIII. EQUIPMENT**

26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
28 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
29 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
30 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
31 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
32 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
33 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
36 according to GAAP.
37

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

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

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

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

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

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

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

30 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

36 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
37 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed

1 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
2 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an
3 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
4 provide services, staffing, facilities or supplies.

6 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

12 F. QUALIFIED INSURER

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

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

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

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

1 Sexual Misconduct Liability

\$1,000,000 per occurrence

2
3 H. REQUIRED COVERAGE FORMS

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

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

8 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

37 //

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

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

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

8 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
9 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
10 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

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

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

23 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

1 amount not to exceed the reimbursement due COUNTY.

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

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

11 **XVII. LICENSES AND LAWS**

13 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
14 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
15 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
16 regulations and requirements of the United States, the State of California, COUNTY, and all other
17 applicable governmental agencies.

18 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

25 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

37 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

1 available social media sites) in support of the services described within this Contract, CONTRACTOR
2 shall develop social media policies and procedures and have them available to ADMINISTRATOR
3 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
4 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
5 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
6 media developed in support of the services described within this Contract. CONTRACTOR shall also
7 include any required funding statement information on social media when required by
8 ADMINISTRATOR.

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

11 **XIX. MINIMUM WAGE LAWS**

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

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

23 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
24 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
25 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
26 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.
27

28 **XX. NONDISCRIMINATION**

29 A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **XXI. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24 **XXII. NOTIFICATION OF DEATH**

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

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

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

33 2. WRITTEN NOTIFICATION

34 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
35 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
36 aware of the death due to non-terminal illness of any person served pursuant to this Contract.
37

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

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

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

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

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

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

19 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

24 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
25 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
26 records shall include, but not be limited to, individual patient charts and utilization review records.

27 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
28 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
29 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

30 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
31 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
32 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
33 principles of reimbursement and GAAP.

34 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
35 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
36 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
37 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **XXV. RESEARCH AND PUBLICATION**

13 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
14 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
15 publication.
16

17 **XXVI. REVENUE**

18 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
19 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
20 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
21 according to their ability to pay as determined by the State Department of Health Care Services’
22 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
23 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
24 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
25 because of an inability to pay.
26

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

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

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

1
2 **XXVII. SEVERABILITY**

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

8
9 **XXVIII. SPECIAL PROVISIONS**

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

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

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

- 34 1. Funding travel or training (excluding mileage or parking).
- 35 2. Making phone calls outside of the local area unless documented to be directly for the
36 purpose of Client care.
- 37 3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

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

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

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

10 11 **XXIX. STATUS OF CONTRACTOR**

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

23 24 **XXX. TERM**

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

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

33 **XXXI. TERMINATION**

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

1 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
2 and/or the Contract could be terminated.

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

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

19 C. CONTINGENT FUNDING

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

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

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

- 34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
35 is consistent with recognized standards of quality care and prudent business practice.
- 36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
37 performance during the remaining Contract term.

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

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

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

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

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

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

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

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

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

26 **XXXII. THIRD PARTY BENEFICIARY**

27 Neither party hereto intends that this Contract shall create rights hereunder in third parties including
28 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.
29

30 **XXXIII. WAIVER OF DEFAULT OR BREACH**

31 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
32 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
33 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
34 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
35 Contract.
36
37

SIGNATURE PAGE

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

RESOURCE OVERSIGHT & GUIDANCE SERVICES, INC.

DocuSigned by:

BY: _____ DATED: 3/21/2024

TITLE: President

[[BY: _____ DATED: _____

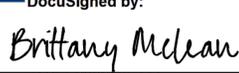
TITLE: _____]]

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

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

DocuSigned by:

BY: _____ DATED: 3/21/2024

DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 RESOURCE OVERSIGHT & GUIDANCE SERVICES, INC.
 JULY 1, 2024 THROUGH JUNE 30, 2027

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in

1 | practice, or innovators in academia or policy makers; and at least one recognized expert, group of
2 | researchers or other credible individuals have endorsed the practice as worthy of attention based on
3 | outcomes; and it produces specific outcomes.

4 | 6. Care Coordinator means a MHS, CSW, or MFT that provides mental health, crisis
5 | intervention and case management services to those Clients who seek services in COUNTY operated
6 | outpatient programs.

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

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

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

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

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

26 | 12. Closed-loop referral means the people, processes and technologies that are deployed to
27 | coordinate and refer Clients to available community resources (i.e., health care, behavioral health
28 | services, and/or other support services) and follow-up to verify if services were rendered.

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

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

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

36 | b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
37 | the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as

1 working on strategies for gathering new data from the Clients' perspective which will improve
2 understanding of Clients' needs and desires towards furthering their Recovery. This individual will
3 provide feedback to the program and work collaboratively with the employment specialist, education
4 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
5 areas. This position will be responsible for attending all data and outcome related meetings and
6 ensuring that program is being proactive in all data collection requirements and changes at the local and
7 state level.

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

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

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

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

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

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

29 18. Face-to-Face means an encounter between Client and CONTRACTOR where they are both
30 physically present.

31 19. FSP

32 a. FSP means Full Service Partnership and refers to a type of program described by the
33 State in the requirements for COUNTY's plan for use of MHSA funds and which includes Clients being
34 a full partner in the development and implementation of their treatment plan. A FSP is an evidence-
35 based and strength-based model, with the focus on the individual rather than the disease. Multi-
36 disciplinary teams will be established including the Client, Psychiatrist, and PSC. Whenever possible,
37 these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical

1 social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of
 2 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.
 3 Services will include, but not be limited to, the following:

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

21 b. Client services are focused on Recovery and harm reduction to encourage the highest
 22 level of Client empowerment and independence achievable. PSCs will meet with the Client in their
 23 current community setting and will develop a supportive relationship with the Client served. Substance
 24 abuse treatment will be integrated into services and provided to Clients with a co-occurring disorder.

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

34 20. Housing Specialist means a specialized position dedicated to developing the full array of
 35 housing options for their program and monitoring their suitability for the population served in
 36 accordance with the minimal housing standards policy set by COUNTY for their program. This
 37 individual is also responsible for assisting Clients with applications to low income housing, housing

1 | subsidies, senior housing, etc.

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

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

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

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

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

22 | 26. Linkage means when a Client has attended at least one appointment or made one visit to the
23 | identified program or service for which the Client has received a referral or to which they have self-
24 | referred.

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

28 | 28. Member Advisory Board means a member-driven board which shall direct the activities,
29 | provide recommendations for ongoing program development, and create the rules of conduct for the
30 | program.

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

34 | a. Assessment means a service activity, which may include a clinical analysis of the
35 | history and current status of a Client’s mental, emotional, or behavioral disorder, relevant cultural issues
36 | and history, Diagnosis and the use of testing procedures.

37 | b. Collateral means a significant support person in a Client’s life and is used to define

1 services provided to them with the intent of improving or maintaining the mental health status of the
2 Client. The Client may or may not be present for this service activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

34 50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
35 to review one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and
36 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
37 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the

1 | clinical care of the cases.

2 | 51. Recovery means a process of change through which individuals improve their health and
3 | wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
4 | dimensions to support Recovery in life:

5 | a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
6 | emotionally healthy way;

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

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

10 | and

11 | d. Community: Relationships and social networks that provide support, friendship, love,
12 | and hope.

13 | 52. Referral means the process of sending a Client from one service provider to another service
14 | provider for health care, behavioral health services, and/or other support services, by electronic
15 | transmission, in writing or verbally, regardless of Linkage status.

16 | 53. Resource Recommendation means the process of providing a Client with one or more
17 | suggested resources, without plans and/or an ability to follow up on Linkage status.

18 | 54. Self-Referral means when a Client or family member directly contacts a service provider
19 | with the goal of receiving services for themselves or a family member, regardless of Linkage status.

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

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

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

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

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

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

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

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

11 **II. BUDGET**

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
ADMINISTRATIVE COSTS				
Salaries	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000
Benefits	\$ 2,100	\$ 2,100	\$ 2,100	\$ 6,300
Service and Supplies	\$ 3,067	\$ 3,067	\$ 3,067	\$ 9,201
SUBTOTAL ADMIN COSTS	\$ 20,167	\$ 20,167	\$ 20,167	\$ 60,501
PROGRAM COSTS				
Salaries	\$ 129,633	\$ 129,633	\$ 129,633	\$ 388,899
Benefits	9,708	9,708	9,708	29,124
Services & Supplies	24,998	24,998	24,998	74,994
SUBTOTAL PROGRAM COSTS	\$ 164,339	\$ 164,339	\$ 164,39	\$ 493,017
TOTAL GROSS COSTS				
	\$ 184,506	\$ 184,506	\$ 184,506	\$ 553,518
REVENUE				
COUNTY DISCRETIONARY	\$ 184,506	\$ 184,506	\$ 184,506	\$ 553,518
TOTAL REVENUE	\$ 184,506	\$ 184,506	\$ 184,506	\$553,518
AMOUNT NOT TO EXCEED	\$ 184,506	\$ 184,506	\$ 184,506	\$ 553,518

32 B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
 33 provided pursuant to the Contract, CONTRACTOR may make written application to
 34 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
 35 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
 36 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
 37

1 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
2 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
3 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

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

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

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

25 26 **III. PAYMENTS**

27 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$15,375
28 per month for each Period. All payments are interim payments only and are subject to Final Settlement
29 in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be
30 reimbursed for the actual cost of providing the services; provided, however, the total of such payments
31 does not exceed the Amount Not To Exceed for each Period as noted in the Referenced Contract
32 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to
33 COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
34 supplemental invoices for any month for which the provisional amount specified above has not been
35 fully paid.

36 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
37 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.

1 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
2 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

28 **IV. REPORTS**

29 A. CONTRACTOR shall provide to ADMINISTRATOR, with each monthly invoice, a report
30 reflecting the total Clients receiving Representative Payee Services for each invoiced Client month, and
31 the report shall also include the number of new, continuing, and closed Clients during the month.

32 B. CONTRACTOR shall also supply, with each monthly invoice, a staffing report detailing
33 deletions or additions to the list of Representative Payees providing services under the Contract.

34 C. CONTRACTOR shall submit any reports requested by ADMINISTRATOR concerning its
35 activities as they relate to the Contract. CONTRACTOR will be given at least thirty (30) calendar days
36 notice of the requirement for each report.
37

1 D. All records and reports submitted to ADMINISTRATOR shall become the property of
2 COUNTY.

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

5 6 **V. SERVICES**

7 A. FACILITY – CONTRACTOR shall provide services hereunder within facilities that are
8 maintained in a professional office environment at the following locations, and/or any other location
9 approved, in writing, by ADMINISTRATOR:

10	11	333 City Boulevard West, 17 th Floor	30011 Ivy Glenn Drive, Suite 209
12	12	Orange, CA 92868	Laguna Niguel, CA 92677

- 13
- 14 1. Include a space which can be used for Representative Payee Program services;
 - 15 2. Have accessible parking for Clients, including spaces for persons with disabilities;
 - 16 3. Be located in a location that is readily accessible by public transportation and accessible to
17 persons with disabilities;
 - 18 4. Have restrooms for men and women which are accessible to persons with disabilities;
 - 19 5. Operate during the hours which are most accessible to Clients, subject to written approval
20 by ADMINISTRATOR; and
 - 21 6. Maintain a holiday schedule consistent with COUNTY's holiday schedule; however,
22 CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

23 B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults over eighteen
24 (18) years of age referred to CONTRACTOR for Representative Payee Services by COUNTY, for
25 which CONTRACTOR is approved as Representative Payee by applicable governing agencies.
26 CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed and older
27 adults over sixty (60) years of age.

28 C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide Representative Payee
29 Services with a goal of serving a minimum of one hundred fifty (150) Clients per month, who are
30 referred by COUNTY. CONTRACTOR shall provide services that include, but are not limited to, the
31 following:

- 32 1. Maintaining legal status as the Representative Payee for each Client, as authorized by the
33 Social Security Administration (SSA).
- 34 2. Establishing a process for receiving all Client income in a SSA-approved collective trust
35 checking account, where funds are deposited by the SSA via the United States Treasury, and held for
36 multiple Clients served by the program. Utilize CONTRACTOR's representative payee software
37 program to assign the appropriate funds to each Client's personal account in the software program.

1 3. Providing a written procedure to each Client at the time of first meeting that clearly and
2 simply explains the steps required to request and make payments or receive discretionary funds from
3 their trust account.

4 4. Determining the Client's needs and use his or her payments to meet those needs.
5 CONTRACTOR shall use benefits for Clients' current needs (such as food, clothing, shelter, utilities,
6 dental and medical care, and personal comfort items), or for reasonably foreseeable needs. If not needed
7 for these purposes, CONTRACTOR must conserve or invest the benefits for the Client. Where the
8 Client has unmet current maintenance needs, saving benefits does not serve a purpose and would not be
9 in his or her best interests.

10 5. Making routine and emergency payments on behalf of Clients, in a timely manner.

11 6. Offering a variety of methods for Clients to receive their personal and incidental
12 discretionary funds including, but not limited to, checks, debit cards, MoneyGram, Western Union, or
13 gift cards.

14 7. Saving any money left after meeting the Client's current needs in an interest bearing
15 account or savings bonds for the Client's future needs.

16 8. In the event a Client receives a large retroactive payment covering several months or even
17 years of benefits, CONTRACTOR's priority is to make sure to meet the Clients' current needs (food,
18 shelter, medical care and other comfort items). After the Clients' current needs are addressed,
19 CONTRACTOR may spend the money on things that would improve the Clients' daily living conditions
20 or provide better medical care, or to satisfy Client debts. If the Client receives Supplemental Security
21 Income (SSI), he or she cannot have more than \$2,000 (or \$3,000 for a couple) in countable resources.
22 CONTRACTOR shall spend the back payment within nine months so that the Client's total resources
23 are below \$2,000 (\$3,000 for a couple). If CONTRACTOR does not spend the money within nine
24 months after the month of receipt, an overpayment may occur and benefits may stop if countable
25 resources exceed the \$2,000 (\$3,000) threshold.

26 9. Communicating with Clients, as needed, to inform them of the status of their accounts and
27 provide them with their discretionary funds as scheduled, and providing detailed account statements
28 showing all deposits and disbursements with dates and amounts and payee information to Clients,
29 COUNTY or SSA upon request.

30 10. Developing a Referral Packet, approved in advance by COUNTY, for COUNTY and
31 COUNTY-contracted staff to use to refer Clients for CONTRACTOR's Representative Payee services.

32 11. Developing and providing monthly in-service presentations on an as needed basis for
33 COUNTY and COUNTY-contracted staff to inform them about CONTRACTOR's Representative
34 Payee services program, and how to access the program. Provide COUNTY with a monthly schedule of
35 in-service presentations.

36 12. Communicating on a regular basis with Plan Coordinators or Personal Service Coordinators
37 regarding the status of Clients' Linkage to Representative Payee Services.

- 1 13. Providing all reports as required by the SSA or other agencies as necessary.
- 2 14. Reporting any changes or events to the SSA which could affect the Client's eligibility for
- 3 payments.
- 4 15. Reporting to SSA, and COUNTY, any changes that would affect CONTRACTOR's
- 5 performance or CONTRACTOR continuing as payee.
- 6 16. Completing reports accounting for CONTRACTOR's use of payments, as required.
- 7 17. Returning to SSA any payments to which the Client is not entitled.
- 8 18. Returning to SSA any payments saved when CONTRACTOR is no longer the
- 9 representative payee for the Client.

10 D. CONTRACTOR shall report to SSA, as soon as possible, any of the following events:

- 11 1. The Client dies;
- 12 2. The Client moves;
- 13 3. The Client marries;
- 14 4. The Client starts or stops working, even if the earnings are small;
- 15 5. A disabled Client's condition improves;
- 16 6. The Client starts receiving another government benefit, or the benefit amount changes;
- 17 7. The Client plans to leave the U.S. for thirty (30) calendar days or more;
- 18 8. The Client is imprisoned for a crime that carries a sentence of over one month;
- 19 9. The Client is committed to an institution by court order for a crime committed because of
- 20 mental impairment;
- 21 10. CONTRACTOR can no longer be payee;
- 22 11. The Client no longer needs a payee;
- 23 12. The Client moves to or from a hospital, nursing home, or other institution;
- 24 13. A married Client separates from his or her spouse, or they begin living together after a
- 25 separation;
- 26 14. Somebody moves into or out of the Client's household;
- 27 15. The Client has any change in income or resources;
- 28 16. Countable resources exceed \$2000 (\$3000 for a couple).

29 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
30 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
31 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be
32 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
33 institution, or religious belief.

34 F. COUNTY will monitor CONTRACTOR's completion of corrective action plans.

35 G. COUNTY will monitor CONTRACTOR's compliance with COUNTY P&Ps.

36 H. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
37 and members of the Board of Directors which will include, but not be limited to, standards related to the

1 use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and
2 conflict of interest. Prior to providing any services pursuant to the Contract, all members of the Board
3 of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth
4 in the Code of Conduct.

5 I. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
6 service provided under the Contract to individuals who are covered by Medi-Cal and have not
7 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
8 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
9 Contract.

10 J. PERFORMANCE OUTCOMES

11 1. CONTRACTOR shall serve a minimum of ninety percent (90%) of the minimum number
12 of one hundred twenty (120) Clients served per month as specified in the Services Paragraph of this
13 Exhibit A to the Contract.

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

16
17 **VI. STAFFING**

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

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

31 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
32 P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff
33 member and place the signature confirmation in their personnel files.

34 D. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training and
35 Annual Compliance Training.

36 E. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
37 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with HCA Standards of Care

1 practices, P&Ps, documentation standards and any state regulatory requirements.

2 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
3 any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

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

	<u>FTE</u>
12 DIRECT ADMINISTRATIVE	
13 President	<u>0.08</u>
14 TOTAL ADMINISTRATIVE FTEs	0.08
16 DIRECT PROGRAM	
17 President	0.17
18 Senior Client Case Manager	0.50
19 Client Case Manager	1.00
20 Program Administrative Assistant	<u>0.25</u>
21 TOTAL PROGRAM FTEs	1.92
23 TOTAL CONTRACT FTEs	2.00

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

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

1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 RESOURCE OVERSIGHT & GUIDANCE SERVICES, INC.
8 JULY 1, 2024 THROUGH JUNE 30, 2027
9
10

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

37 E. DATA SECURITY REQUIREMENTS

1 1. Personal Controls

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

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

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

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

27 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 3. Audit Controls

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

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

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

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

9 4. Business Continuity/Disaster Recovery Control

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

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

22 5. Paper Document Controls

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

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

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

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

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

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

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

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

19 H. PROHIBITED USES AND DISCLOSURES

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

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

29 I. OBLIGATIONS OF COUNTY

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

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

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

1 may affect CONTRACTOR’s Use or Disclosure of PHI.

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

4 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO THE CONTRACT FOR PROVISION OF
3 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 RESOURCE OVERSIGHT & GUIDANCE SERVICES, INC.
8 JULY 1, 2024 THROUGH JUNE 30, 2027
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 information if payment is sought under a government program providing public benefits.

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

5 B. TERMS OF AGREEMENT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

33 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
34 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
35 CMPPA Agreement between the SSA and the CHHS and in the agreement between the SSA and DHCS,
36 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements
37 to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information

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

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

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

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

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

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

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

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