

1 CONTRACT FOR PROVISION OF
2 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
7 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
8 JULY 1, 2024 THROUGH JUNE 30, 2027

9
10 THIS CONTRACT entered into this 1st day of July 2024, is by and between the COUNTY OF
11 ORANGE (COUNTY) and ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
12 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation
13 (CONTRACTOR). This Contract shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

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

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Supplemental
19 Security Income Outreach Services described herein to the residents of Orange County; and

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

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

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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: \$ 457,034

Period Two Amount Not To Exceed: \$ 457,034

Period Three Amount Not To Exceed: \$ 457,034

TOTAL AMOUNT NOT TO EXCEED: \$1,371,102

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: L3FCSA3GA1P6

CONTRACTOR TAX ID Number: 95-2036972

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: Orange County Association of Mental Health dba Mental Health Association of

Orange County

1971 E. 4th Street, Suite 130A

Santa Ana, CA 92705

Attention: Jeffrey A Thrash, Executive Director

E-mail: thrash@mhaoc.org

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I. ACRONYMS

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

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

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

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

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,

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

6 7 **V. COMPLIANCE**

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

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

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

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

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

32 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
33 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
34 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and
35 procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
36 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
37 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if

1 CONTRACTOR’s proposed Compliance Program and Code of Conduct contain all required elements to
 2 ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of
 3 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 4 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
 5 ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s
 6 Compliance Officer’s determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 8 **VI. CONFIDENTIALITY**

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

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

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

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

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

30 31 **VII. CONFLICT OF INTEREST**

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

1 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
2 their duties.

4 **VIII. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

24
 25 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
 26 documentation prepared by _____ for the cost report period beginning _____ and
 27 ending _____ and that, to the best of my knowledge and belief, costs reimbursed through
 28 this Contract are reasonable and allowable and directly or indirectly related to the services
 29 provided and that this Cost Report is a true, correct, and complete statement from the books and
 30 records of (provider name) in accordance with applicable instructions, except as noted. I also
 31 hereby certify that I have the authority to execute the accompanying Cost Report.

32
 33 Signed _____
 34 Name _____
 35 Title _____
 36 Date _____"

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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 CONTRACTOR's duties and obligations contained in this Contract and complete them to the

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

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

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

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

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

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

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

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

36 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
37 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor

1 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
2 has required.

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

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

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

10 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
11 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
12 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against
13 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the
14 Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may
15 arise prior to or during the period of Contract performance. While CONTRACTOR must provide this
16 information without prompting from COUNTY any time there is a change in CONTRACTOR's name,
17 conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its
18 status in these areas whenever requested by COUNTY.

19 20 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

12 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 **XIII. EQUIPMENT**

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

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
37 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR

1 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
2 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
3 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
4 purchased asset in an Equipment inventory.

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

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

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

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

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

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

27 28 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed
36 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
37 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an

1 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
2 provide services, staffing, facilities or supplies.

4 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

36 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all
37 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

1 subcontractor’s performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost
 2 and expense with counsel approved by Board of Supervisors against same; and

3 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any
 4 duty to indemnify or hold harmless; and

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

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

10 F. QUALIFIED INSURER

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

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

19 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 20 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

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1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

1 N. The Commercial General Liability policy shall contain a “severability of interests” clause also
2 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

20 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
8

9 **XVI. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

30 2. If the audit reveals that money is payable from one Party to the other, that is,
31 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
32 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
33 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
34 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
35 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
36 amount not to exceed the reimbursement due COUNTY.
37 //

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

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

10 **XVII. LICENSES AND LAWS**

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

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

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

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

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

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

36 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
37 available social media sites) in support of the services described within this Contract, CONTRACTOR

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

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

10 **XIX. MINIMUM WAGE LAWS**

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

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

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

26 **XX. NONDISCRIMINATION**

27 A. EMPLOYMENT

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

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

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

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

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

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

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

- 35 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a Client which is different or is provided in a different
37 manner or at a different time from that provided to other Clients.

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

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

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

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

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

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

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

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

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

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

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

1 state or COUNTY funds.

3 XXI. NOTICES

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

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

9 2. When faxed, transmission confirmed;

10 3. When sent by Email; or

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

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

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

21 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
22 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 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written

1 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
2 of the death due to terminal illness of any person served pursuant to this Contract.

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

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

9 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 F

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

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

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

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

37 B. CONTRACTOR shall implement and maintain administrative, technical and physical

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 requested.

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

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

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

11 **XXV. RESEARCH AND PUBLICATION**

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

16 **XXVI. REVENUE**

17
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 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
27 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
28 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

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

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

XXVII. SEVERABILITY

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

XXVIII. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly

1 contribute to the quality of services to be provided pursuant to this Contract.

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

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

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

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

9
10 **XXIX. STATUS OF CONTRACTOR**

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

35 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
36 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the
37 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet

1 | goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as
2 | determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
3 | and/or the Contract could be terminated.

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

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

10 | 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
11 | required pursuant to this Contract.

12 | 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
13 | this Contract.

14 | 6. The continued incapacity of any physician or licensed person to perform duties required
15 | pursuant to this Contract.

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

20 | C. CONTINGENT FUNDING

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

22 | a. The continued availability of federal, state and county funds for reimbursement of
23 | COUNTY's expenditures, and

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

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

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

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

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

37 | 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract

1 performance during the remaining Contract term.

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

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

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

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

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

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

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

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

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

27 28 **XXXII. THIRD PARTY BENEFICIARY**

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

31 32 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

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SIGNATURE PAGE

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

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

DocuSigned by:
Jeff Thrash
BY: _____ DATED: 3/21/2024
94C5D4F552E54BC...

TITLE: Chief Executive Officer

[[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:
Brittany Mclean
BY: _____ DATED: 3/21/2024
710FE638002E411...

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.

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 9 JULY 1, 2024 THROUGH JUNE 30, 2027

10
 11 **EXHA I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 19. FSP

34 a. FSP means Full Service Partnership and refers to a type of program described by the
35 State in the requirements for COUNTY's plan for use of MHSA funds and which includes Clients being
36 a full partner in the development and implementation of their treatment plan. A FSP is an evidence-
37 based and strength-based model, with the focus on the individual rather than the disease. Multi-

1 disciplinary teams will be established including the Client, Psychiatrist, and PSC. Whenever possible,
 2 these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical
 3 social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of
 4 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.
 5 Services will include, but not be limited to, the following:

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

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

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

36 20. Housing Specialist means a specialized position dedicated to developing the full array of
 37 housing options for their program and monitoring their suitability for the population served in

1 accordance with the minimal housing standards policy set by COUNTY for their program. This
2 individual is also responsible for assisting Clients with applications to low income housing, housing
3 subsidies, senior housing, etc.

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

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

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

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

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

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

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

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

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

36 a. Assessment means a service activity, which may include a clinical analysis of the
37 history and current status of a Client’s mental, emotional, or behavioral disorder, relevant cultural issues

1 and history, Diagnosis and the use of testing procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 41. PHI means individually identifiable health information usually transmitted by electronic
37 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,

1 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
2 to the past, present, or future physical or mental health or condition of an individual, provision of health
3 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

36 50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
37 to review one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and

1 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
2 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
3 clinical care of the cases.

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

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

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

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

13 d. Community: Relationships and social networks that provide support, friendship, love,
14 and hope.

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

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

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

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

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

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

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

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

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

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

EXHA II. BUDGET

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 58,895	\$ 58,895	\$ 58,895	\$ 176,685
SUBTOTAL ADMIN COSTS	\$ 58,895	\$ 58,895	\$ 58,895	\$ 176,685
PROGRAM COSTS				
Salaries	\$ 265,418	\$ 265,418	\$ 265,418	\$ 796,254
Benefits	45,121	45,121	45,121	135,363
Services & Supplies	87,600	87,600	87,600	262,800
SUBTOTAL PROGRAM COSTS	\$ 398,139	\$ 398,139	\$ 398,139	\$ 1,194,417
TOTAL GROSS COSTS	\$ 457,034	\$ 457,034	\$ 457,034	\$ 1,371,102
REVENUE				
COUNTY DISCRETIONARY	\$ 457,034	\$ 457,034	\$ 457,034	\$ 1,371,102
TOTAL REVENUE	\$ 457,034	\$ 457,034	\$ 457,034	\$ 1,371,102
AMOUNT NOT TO EXCEED	\$ 457,034	\$ 457,034	\$ 457,034	\$ 1,371,102

B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services

1 provided pursuant to the Contract, CONTRACTOR may make written application to
2 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
3 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
4 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
5 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
6 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
7 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

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

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

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

30 EXHA III. PAYMENTS

31 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$38,086
32 per month for each Period. All payments are interim payments only and are subject to Final Settlement
33 in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be
34 reimbursed for the actual cost of providing the services; provided, however, the total of such payments
35 does not exceed the Amount Not To Exceed for each Period as noted in the Referenced Contract
36 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to
37 COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay

1 supplemental invoices for any month for which the provisional amount specified above has not been
2 fully paid.

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

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

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

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

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

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

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

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

32 **EXHA IV. REPORTS**

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

35 B. FISCAL

36 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
37

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

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

16 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
17 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a
18 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this
19 Exhibit A to the Contract and shall include the employees' names, licensure status, monthly salary, hire
20 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.
21 The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following
22 the end of the month being reported.

23 D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to
24 ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which shall be
25 received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the
26 month/quarter being reported unless otherwise specified. Programmatic reports shall include the
27 Monthly Services Report in which service and performance measures shall be reported in five (5)
28 categories: total number of applications submitted, number of applications approved, number of
29 applications denied, number of applications pending, and program changes. This report shall be
30 submitted as directed by ADMINISTRATOR by the twentieth (20th) calendar day of the month
31 following the month being reported.

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

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

1
2 **EXHA V. SERVICES**

3 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements
4 for a professional office environment for the provision of a Supplemental Security Income (SSI)
5 Outreach Services Program, for exclusive use by COUNTY at the following location, or any other
6 location approved, in advance, in writing, by ADMINISTRATOR:

7
8 1971 E. 4th Street, Suite 130B
9 Santa Ana, CA 92705

10
11 1. The facility shall:
12 a. Include a space which can be used for the SSI Outreach Team staff to meet with
13 Clients.
14 b. Have accessible parking for Clients, including spaces for persons with disabilities.
15 c. Be located in a location that is readily accessible by public transportation and
16 accessible to persons with disabilities.

17 2. CONTRACTOR shall operate during the hours which are most accessible to Clients,
18 subject to written approval by ADMINISTRATOR.

19 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday
20 schedule, unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is
21 encouraged to provide the aforementioned services on holidays, whenever possible.

22 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to
23 adults, age eighteen (18) and older, who present with a serious and persistent mental illness and who
24 have been referred or approved by ADMINISTRATOR. Services to Clients shall be individualized and
25 delivered in the language preferred by the Client. CONTRACTOR shall be sensitive to the special
26 needs of Clients who are dually diagnosed or older adults (over 60 years of age).

27 C. SSI OUTREACH SERVICES

28 1. CONTRACTOR shall provide SSI outreach assistance and support to Clients who present
29 with a serious and persistent mental illness by assisting Clients to apply for SSI Benefits and may
30 represent Clients in court to appeal denials of benefits. A minimum of two hundred (200) Clients will
31 be served for each of the reporting periods of this Contract. The SSI Outreach Team will receive client
32 referrals from COUNTY-operated and COUNTY-contracted programs and designated hospitals.
33 Clients will be assisted with completing the necessary paperwork and compiling supporting
34 documentation. The SSI Outreach Team must be knowledgeable of the current and pending
35 requirements for the SSI application and approval process at all times.

36 2. For each Client referred for assistance with the SSI application process, CONTRACTOR
37 shall contact applicable COUNTY-operated and COUNTY-contracted program staff within five (5)

1 business days after receiving the referral to discuss the case, the case process, and what will be required
2 to proceed with the application and achieve an approval by (SSA).

3 3. CONTRACTOR shall maintain contact with applicable COUNTY-operated and COUNTY-
4 contracted program staff during the entire process through completion, as required, to discuss any issues
5 that may arise with the case, and to identify any additional information required, obtain clarification or
6 context needed, and whether any further supporting evidence is required.

7 4. Should any behavioral issues with the Client arise during the case process that may impact
8 or impede the process, CONTRACTOR shall contact the applicable COUNTY-operated and COUNTY-
9 contracted program staff to resolve the issue.

10 5. Upon successful completion of the case, and application approval by SSA, CONTRACTOR
11 shall contact referring program staff to determine if there are any additional questions they or the Client
12 may have after receiving benefits, including any need for the Client to work with a Representative Payee
13 to assist them with managing their benefits. After the Client has been approved by SSA,
14 CONTRACTOR shall make itself available to Client and referral source to answer any questions;
15 CONTRACTOR shall discharge Client within three to six months after approval from SSA, to ensure
16 Client has received their check and to be available to answer any additional questions Clients or
17 treatment staff may have.

18 6. CONTRACTOR shall provide training to referring sources, individual consultation,
19 monthly in-service presentations, training, and materials regarding the eligibility requirements and the
20 application process. Referral source program staff may include, but not be limited to, Plan Coordinators
21 or Personal Service Coordinators, Service Chiefs, physicians, community case workers, and social
22 workers. CONTRACTOR may also accept referrals from shelter providers, Board and Care providers,
23 Homeless Court, and other sources as approved by COUNTY, if it has been determined that it may be
24 able to assist these sources with special circumstance cases.

25 7. CONTRACTOR may authorize staff to work remotely should environmental conditions
26 exist that would be in the best interest for staff to work from a remote location. CONTRACTOR shall
27 notify ADMINISTRATOR in writing of any plans for staff to work remotely, and the anticipated
28 duration of remote operations.

29 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual
30 client which shall include diagnostic studies, records of client interviews, progress notes, and records of
31 service provided by various personnel in sufficient detail to permit an evaluation of services.
32 CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of
33 documentation in the Clients' records.

34 1. COUNTY may provide CONTRACTOR with copies of relevant database information
35 which may include psychiatric and psychosocial histories, community functioning evaluations,
36 coordination plans, service plans, medication records, and progress notes.

37 2. CONTRACTOR shall retain a complete and true copy of any client record created by

1 CONTRACTOR.

2 3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws
3 governing these records upon COUNTY request.

4 E. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
5 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps prior to
6 accepting any client Admissions to the program. All P&Ps and program guidelines will be reviewed bi-
7 annually at a minimum for updates. Policies will include but not limited to the following:

- 8 1. SSI Application and Approval Process
- 9 2. Quality Management/Performance Outcomes
- 10 3. Personnel/In-service Training
- 11 4. Code of Conduct/Compliance
- 12 5. Mandated Reporting

13 F. CONTRACTOR shall develop and provide an initial and on-going training module to be used
14 for staff development and training that includes but is not limited to the following:

- 15 1. Orientation to the program's goals, P&Ps
- 16 2. Training on subjects as required by state regulations
- 17 3. SSI application and approval process

18 G. CONTRACTOR shall develop and provide, during the first month of the contracting period, a
19 SSI User's Manual to be used as a reference document by all staff that refer clients to CONTRACTOR
20 for SSI benefits. The User's Manual shall be reviewed and approved by ADMINISTRATOR prior to
21 distribution.

22 H. CONTRACTOR shall at a minimum of one (1) time per month conduct a Supervisory Review
23 completed by Program Director on all file documentation in accordance with procedures developed by
24 COUNTY.

25 I. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the
26 Secretary of HHS under HIPAA of 1996 for health care providers.

27 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
28 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

29 2. CONTRACTOR, including each employee that provides services under the Contract, will
30 obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
31 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
32 ADMINISTRATOR, all NPI as soon as they are available.

33 J. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
34 service provided under this Contract to individuals who are covered by Medi-Cal and have not
35 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
36 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
37 Contract.

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

6 L. CONTRACTOR shall attend meetings/trainings as requested by COUNTY including but not
7 limited to:

- 8 1. Case conferences, as requested by ADMINISTRATOR.
- 9 2. Quarterly COUNTY management meetings with ADMINISTRATOR, or more frequent if
10 required, to discuss contractual and other issues related to, but not limited to whether it is or is not
11 progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken
12 to achieve satisfactory progress, compliance with P&Ps, review of statistics and services.
- 13 3. Clinical staff training for individuals, if applicable, conducted by CONTRACTOR and/or
14 COUNTY.

15 M. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
16 conduct research activity on Clients without obtaining prior written authorization from
17 ADMINISTRATOR.

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

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

34 O. ADMINISTRATOR will assist CONTRACTOR in monitoring CONTRACTOR's program to
35 ensure compliance with workload standards and productivity.

36 P. ADMINISTRATOR will monitor CONTRACTOR's completion of corrective action plans.

37 Q. ADMINISTRATOR will monitor CONTRACTOR's compliance with COUNTY P&Ps.

1 R. ADMINISTRATOR will provide a written copy of all assessments completed on Clients
2 referred for Admission to CONTRACTOR.

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

6 T. PERFORMANCE OUTCOMES

7 1. CONTRACTOR shall assist Clients in the preparation and submission of SSI applications
8 to obtain a minimum of a ninety percent (90%) approval rate in achieving entitlement benefits and serve
9 a minimum of two hundred (200) clients per year.

10 2. CONTRACTOR shall assist Clients in the preparation and submission of SSI Special
11 Circumstance Cases to obtain a minimum of an eight-five percent (85%) approval rate in achieving
12 entitlement benefits.

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

15
16 **EXHA VI. STAFFING**

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

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

30 C. CONTRACTOR shall make its best effort to provide proposed staffing to include a minimum of
31 one (1) of the following: consumers of mental health services; persons with a history of being
32 consumers of mental health services; or individuals with lived experience, i.e., living with a relative,
33 significant other, or other support person who is a consumer of mental health services

34 D. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
35 P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff
36 member and place the signature confirmation in their personnel files.

37 E. CONTRACTOR shall ensure that all new clinical and supervisory staff complete COUNTY's

1 New Provider Training.

2 F. CONTRACTOR shall ensure that all staff complete COUNTY’s Annual Provider Training and
3 Annual Compliance Training.

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

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

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

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

15

PROGRAM	FTE
Program Director	1.00
SSI Outreach Specialist Lead	1.00
SSI Outreach Specialist	1.50
Program Assistant	1.00
TOTAL PROGRAM FTEs	4.50

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TOTAL CONTRACT FTEs	4.50
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26 K. CONTRACTOR shall maintain personnel files for each staff member, including management
27 and other administrative positions, which will include, but not be limited to, an application for
28 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
29 applicable), pay rate and evaluations justifying pay increases.

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

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 9 JULY 1, 2024 THROUGH JUNE 30, 2027

10
11
12 **I. BUSINESS ASSOCIATE CONTRACT**

13 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

5 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

34 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
35 45 CFR § 164.501.

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
37 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

30 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
31 45 CFR § 160.103.

32 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

36 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
37 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

3 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
4 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
5 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the
37 //

1 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

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

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

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

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

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

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

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

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

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

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

37 3. Audit Controls

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

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

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

14 4. Business Continuity/Disaster Recovery Control

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

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

27 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

12 1) The Disclosure is required by law; or

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

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

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

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

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

27 H. PROHIBITED USES AND DISCLOSURES

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

33 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
34 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
35 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
36 17935(d)(2).

37 I. OBLIGATIONS OF COUNTY

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO THE CONTRACT FOR PROVISION OF
3 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
9 JULY 1, 2024 THROUGH JUNE 30, 2027

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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