

AGREEMENT FOR PROVISION OF

AMENDMENT NO. 1

TO

CONTRACT NO. MA-042-20010247

FOR

ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES

BETWEEN

COUNTY OF ORANGE

AND

RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

JULY 1, 2019 THROUGH JUNE 30, 2022

~~THIS AGREEMENT entered into this 1st day of July 2019, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

WITNESSETH:

~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Mental Health Representative Payee Services described herein to the residents of Orange County; and,~~

This Amendment ("Amendment No. 1") to Contract No. MA-042-20010247 for Adult Mental Health Representative Payee Services is made and entered into on July 1, 2022 ("Effective Date") between Resource Oversight and Guidance Services, Inc. ("Contractor"), with a place of business at 333 City Blvd West, 17th Floor, Orange, CA 92868, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010247 for Adult Mental Health Representative Payee Service, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$449,148; renewable for two additional one-year terms("Contract"); and

WHEREAS, ~~CONTRACTOR is agreeable to the rendering~~the Parties now desire to enter into this Amendment No. 1 to replace Exhibit A with Exhibit A-1 of ~~such services on~~ the Contract and to renew the

1 Contract for one (1) year, effective July 1, 2022 through June 30, 2023.

2 NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

3 1. The Contract is renewed for a period of one (1) year, effective July 1, 2022 through June 30, 2023;
4 in an amount not to exceed \$167,835, for this renewal term, for a revised cumulative total amount
5 not to exceed \$616,983; on the amended terms and conditions ~~hereinafter set forth.~~

5 ~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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27 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX ROG01BHKK22

RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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4 REFERENCED CONTRACT PROVISIONS5
6 Term: July 1, 2019 through June 30, ~~2022~~2023

7 Period One means the period from July 1, 2019 through June 30, 2020

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

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

10 ~~Maximum Obligation: \$449,148~~11 Period Four means the period from July 1, 2022 through June 30, 202312 Amount Not To Exceed:13 Period One ~~Maximum Obligation:~~ Amount Not To Exceed: \$149,71614 Period Two ~~Maximum Obligation:~~ Amount Not To Exceed: \$149,71615 Period Three ~~Maximum Obligation:~~ Amount Not To Exceed: \$149,71616 Period Four Amount Not To Exceed: \$167,83517 TOTAL ~~MAXIMUM OBLIGATION:~~ ~~\$449,148~~ AMOUNT NOT TO EXCEED:
18 \$616,983"19 ~~Basis for Reimbursement: Actual Cost~~20 ~~Payment Method: Monthly in Arrears~~21 ~~CONTRACTOR DUNS Number: 034382757~~22 ~~CONTRACTOR TAX ID Number: 27-1997250~~23 ~~Notices to COUNTY and CONTRACTOR:~~24
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26 5 of 4827 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP
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RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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

7
 8 CONTRACTOR: Resource Oversight and Guidance Services, Inc.
 9 333 City Blvd West, 17th Floor
 10 Orange, CA 9268
 11 Contact Name: Dean Reyburn, President
 12 Contact Email: dreyburn@rogservices.com

13 #
 14 #
 15 #

16 **I. ACRONYMS**

17 3. All references to "Maximum Obligation" in the Contract shall be replaced with "Amount Not To Exceed".

18 4. Paragraph I. Acronyms, is deleted in its entirety and replaced with the following:

19 **"I. ACRONYMS**

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

22 A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment

23 B. AIDS Acquired Immune Deficiency Syndrome

24 C. ARRA American Recovery and Reinvestment Act of 2009

25 D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria

1	<u>E.</u>	ASI	Addiction Severity Index
2	<u>F.</u>	B.	AES
3	C.	ASRS	Alcohol and Drug Programs Reporting System
4	<u>G.</u>	BHS	Behavioral Health Services
5	<u>H.</u>	CalOMS	D.
6	E.	CCC	Business Continuity Plan
7			California <u>Outcomes Measurement System</u>
8		I.	CalWORKs
9		J.	CAP
10		K.	CCC
11			California Civil Code
12	<u>L.</u>	F.	CCR
13			California Code of Regulations
14	<u>M.</u>	CESI	Client Evaluation of Self at Intake
15	<u>N.</u>	CEST	Client Evaluation of Self and Treatment
16	<u>O.</u>	CFDA	Catalog of Federal Domestic Assistance
17	<u>P.</u>	G.	CD/DVD
18	H.	CEO	Compact Disc/Digital Video or Versatile Disc
19	I.	CFR	County Executive Office
20			Code of Federal Regulations
21	<u>Q.</u>	J.	CHHS
22	K.	CHPP	California Health and Human Services Agency
23			COUNTY HIPAA Policies and Procedures
24	<u>R.</u>	L.	CHS
25			Correctional Health Services
26	<u>S.</u>	M.	CIPA
27	N.	CMPPA	California Information Practices Act
28	O.	COI	Computer Matching and Privacy Protection Act
29			Certificate of Insurance
30	<u>T.</u>	CPA	Certified Public Accountant
31	<u>U.</u>	CSW	Clinical Social Worker
32	<u>V.</u>	P.	D/MC
33	Q.	DHCS	Drug/Medi-Cal
34			California Department of Health Care Services
35	<u>W.</u>	D/MC	Drug/Medi-Cal

1	<u>X.</u>	R.	DoD	US Department of Defense
2		S.	DPFS	Drug Program Fiscal Systems
3	<u>Y.</u>	T.	DRP	Disaster Recovery Plan
4		U.	DRS	Designated Record Set
5	<u>Z.</u>		<u>EEOC</u>	<u>Equal Employment Opportunity Commission</u>
6	<u>AA.</u>	V.	E Mail	Electronic Mail
7		W.	EHR	Electronic Health Records
8	<u>AB.</u>		<u>EOC</u>	<u>Equal Opportunity Clause</u>
9	<u>AC.</u>	X.	ePHI	Electronic Protected Health Information
10	<u>AD.</u>		<u>EPSDT</u>	<u>Early and Periodic Screening, Diagnosis, and Treatment</u>
11	<u>AE.</u>		<u>FFS</u>	<u>Fee For Service</u>
12	<u>AF.</u>		<u>FSP</u>	<u>Full Service Partnership</u>
13	<u>AG.</u>		<u>FTE</u>	<u>Full Time Equivalent</u>
14	<u>AH.</u>	Y.	FIPS	Federal Information Processing Standards
15		Z.	GAAP	Generally Accepted Accounting Principles
16	<u>AI.</u>	AA.	HCA	County of Orange Health Care Agency
17	<u>AJ.</u>	AB.	HHS	Federal Health and Human Services Agency
18	<u>AK.</u>	AC.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
19	<u>AL.</u>		<u>HITECH</u>	<u>Health Information Technology for Economic and Clinical Health Act, Public Law 111-005</u>
20	<u>AM.</u>		<u>HIV</u>	<u>Human Immunodeficiency Virus</u>
21	<u>AN.</u>	AD.	HSC	California Health and Safety Code
22	<u>AO.</u>	AE.	ID	Identification
23		AF.	IEA	IRIS
24				<u>Integrated Records and Information Exchange Agreement System</u>
25	<u>AP.</u>		<u>ITC</u>	<u>Indigent Trauma Care</u>
26	<u>AQ.</u>		<u>LCSW</u>	<u>Licensed Clinical Social Worker</u>

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1	<u>AR.</u>	<u>MAT</u>	<u>Medication Assisted Treatment</u>
2	<u>AS.</u>	<u>MFT</u>	<u>Marriage and Family Therapist</u>
3	<u>AT.</u>	<u>MH</u>	<u>Mental Health</u>
4	<u>AU.</u>	<u>MHP</u>	<u>Mental Health Plan</u>
5	<u>AV.</u>	<u>MHS</u>	<u>Mental Health Specialist</u>
6	<u>AW.</u>	AG.	ISO Insurance <u>MHSA</u> <u>Mental Health</u>
7			<u>Services Office Act</u>
8	<u>AX.</u>	<u>MSN</u>	<u>Medical Safety Net</u>
9	<u>AY.</u>	NIH	AH. <u>MHP</u> <u>Mental Health Plan</u>
10		AI.	NIST <u>National Institute of Standards and Technology</u> <u>Institutes of Health</u>
11	<u>AZ.</u>	<u>NPI</u>	<u>National Provider Identifier</u>
12	<u>BA.</u>	AJ.	OCJS <u>Orange County Jail</u> <u>NPPES</u> <u>National Plan and</u>
13			<u>Provider Enumeration System</u>
14	AK.	OCPD	Orange County Probation Department
15	AL.	<u>BB.</u>	<u>OCR</u> <u>Federal Office for Civil Rights</u>
16	AM.	OCSD	Orange County Sheriff's Department
17	AN.	<u>BC.</u>	<u>OIG</u> <u>Federal Office of Inspector General</u>
18	<u>BD.</u>	AO.	<u>OMB</u> <u>Federal Office of Management and Budget</u>
19	<u>BE.</u>	AP.	<u>OPM</u> <u>Federal Office of Personnel Management</u>
20	<u>BF.</u>	<u>P&P</u>	<u>Policy and Procedure</u>
21	<u>BG.</u>	AQ.	<u>PA DSS</u> <u>Payment Application Data Security Standard</u>
22	<u>BH.</u>	<u>PATH</u>	<u>Projects for Assistance in Transition from Homelessness</u>
23	<u>BI.</u>	AR.	<u>PC</u> <u>State of California Penal Code</u>
24	<u>BJ.</u>	AS.	<u>PCI DSS</u> <u>Payment Card Industry Data Security</u>
25			<u>Standard Standards</u>
26	<u>BK.</u>	<u>PCS</u>	<u>Post-Release Community Supervision</u>
27	<u>BL.</u>	AT.	<u>PHI</u> <u>Protected Health Information</u>

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1	BM.	AU.	PI	Personal Information
2	AV.	PII		Personally Identifiable Information
3	BN.	AW.	PRA	California Public Record <u>Records</u> Act
4	BO.	PSC		<u>Professional Services Contract System</u>
5	BP.	SAPTBG		<u>Substance Abuse Prevention and Treatment Block Grant</u>
6	BQ.	AX.	SIR	Self-Insured Retention
7	BR.	SMA		<u>Statewide Maximum Allowable (rate)</u>
8	BS.	SOW		<u>Scope of Work</u>
9	BT.	SUD		<u>Substance Use Disorder</u>
10	BU.	UMDAP		<u>Uniform Method of Determining Ability to Pay</u>
11	BV.	UOS		<u>Units of Service</u>
12	BW.	AY.	HITECH Act	The Health Information Technology for Economic and
13				Clinical Health Act, Public Law 111 005
14	AZ.	USC		United States Code
15	BX.	BA.	WIC	State of California Welfare and Institutions Code

H. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

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RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

1 ~~or on behalf of said persons, shall be immediately given to COUNTY.~~Children

3 IV. COMPLIANCE

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

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

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

16 ~~a. Designation of a Compliance Officer and/or compliance staff.~~

17 ~~b. Written standards, policies and/or procedures.~~

18 ~~c. Compliance related training and/or education program and proof of completion.~~

19 ~~d. Communication methods for reporting concerns to the Compliance Officer.~~

20 ~~e. Methodology for conducting internal monitoring and auditing.~~

21 ~~f. Methodology for detecting and correcting offenses.~~

22 ~~g. Methodology/Procedure for enforcing disciplinary standards.~~

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

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

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

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

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

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

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

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

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

34 ~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.~~

~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.~~

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

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

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

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

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

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

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

- ~~3. Such training will be made available to each Covered Individual annually.~~
- ~~4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.~~
- ~~5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

#

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

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

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

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

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

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

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

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

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

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

1 requirements.

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

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

6 ~~6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and~~
 7 ~~participate in the quality improvement activities developed in the implementation of the Quality~~
 8 ~~Management Program.~~

9 ~~7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural~~
 10 ~~Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural~~
 11 ~~Competency Plan and submit the updates to the State for review and approval annually.~~
 12 ~~(CCR, Title 9, §1810.410.subds.(e) (d).~~

13 5. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of
 14 the Contract is deleted in its entirety and replaced with the following:

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

21 ~~V. CONFIDENTIALITY~~

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

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

32 ~~VI. CONFLICT OF INTEREST~~

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37 RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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

VII. COST REPORT

~~A. CONTRACTOR shall submit separate Cost Reports for each ~~Period One, Period Two, and Period Three~~, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. "~~

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

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

~~b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.~~

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

~~3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement~~

1 shall be immediately reimbursed to COUNTY.

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

7 ~~— C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less~~
8 ~~applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in~~
9 ~~the Referenced Contract Provisions of this Agreement. 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 an unreimbursable 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 Cost Report or COUNTY may elect to reduce any amount owed~~
15 ~~CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

16 ~~— D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to~~
17 ~~this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly~~
18 ~~payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such~~
19 ~~reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the~~
20 ~~Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after~~
21 ~~submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount~~
22 ~~owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

23 ~~— E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to~~
24 ~~this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly~~
25 ~~payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such~~
26 ~~payment does not exceed the Maximum Obligation of COUNTY.~~

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

~~"I HEREBY CERTIFY that I have executed the accompanying Cost Report and~~
~~supporting documentation prepared by _____ for the cost report period~~
~~beginning _____ and ending _____ and that, to the best of my~~
~~knowledge and belief, costs reimbursed through this Agreement are reasonable and~~
~~allowable and directly or indirectly related to the services provided and that this Cost~~
~~Report is a true, correct, and complete statement from the books and records of~~

(provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____

Name _____

Title _____

Date _____"

VIII. 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 Agreement 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 Agreement 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) and 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.~~

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

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

~~B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~

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

~~#~~

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

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

~~4. Whether CONTRACTOR is a nonprofit, for profit, or a governmental organization,~~

~~CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.~~

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

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

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

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

~~2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~

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

~~#~~

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

~~D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in~~

~~CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.~~

~~X. DISPUTE RESOLUTION~~

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

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

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

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

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

~~#~~

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

~~XI. EMPLOYEE ELIGIBILITY VERIFICATION~~

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

~~XII. EQUIPMENT~~

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

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

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

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

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

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

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

11 6. Paragraph XXIV. Records Management and Maintenance, is deleted in its entirety and replaced with
12 the following:

13 **“XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

20 **“XIII. FACILITIES, PAYMENTS AND SERVICES**

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

26 ~~B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
27 as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for
28 the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
29 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
30 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
31 services, staffing, facilities or supplies.~~

32 #

33 #

~~**XIV. INDEMNIFICATION AND INSURANCE**~~

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

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

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

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

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

~~subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~

~~#~~

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

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

~~E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.~~

~~F. QUALIFIED INSURER~~

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers Compensation	Statutory

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~~Employers Liability Insurance \$1,000,000 per occurrence~~

~~Network Security & Privacy Liability \$1,000,000 per claims made~~

~~Professional Liability \$1,000,000 per claims made~~

~~\$1,000,000 aggregate~~

~~Sexual Misconduct \$1,000,000 per occurrence~~

~~H. REQUIRED COVERAGE FORMS~~

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

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

~~I. REQUIRED ENDORSEMENTS~~

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

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

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

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

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

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

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RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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

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

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

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

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

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

~~P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.~~

~~Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.~~

~~R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.~~

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

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

~~U. SUBMISSION OF INSURANCE DOCUMENTS~~

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

~~a. Prior to the start date of this Agreement.~~

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

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

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

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

~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~

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

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

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

~~**XV. INSPECTIONS AND AUDITS**~~

~~A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client~~

1 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding
 2 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
 3 transcripts during the periods of retention set forth in the Records Management and Maintenance
 4 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the
 5 services provided pursuant to this Agreement, and the premises in which they are provided.

6 ~~— B. CONTRACTOR shall actively participate and cooperate with any person specified in
 7 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 8 Agreement, and shall provide the above mentioned persons adequate office space to conduct such
 9 evaluation or monitoring.~~

10 ~~— C. AUDIT RESPONSE~~

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

16 ~~2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
 17 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
 18 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
 19 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 20 is not received within said sixty (60) calendar days, COUNTY may,~~

21 ~~#
 22 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
 23 amount not to exceed the reimbursement due COUNTY.~~

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

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

XVI. LICENSES AND LAWS

~~— A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,~~

1 ~~waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,~~
2 ~~regulations and requirements of the United States, the State of California, COUNTY, and all other~~
3 ~~applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in~~
4 ~~writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,~~
5 ~~permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be~~
6 ~~cause for termination of this Agreement.~~

7 ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

14 ~~2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of~~
15 ~~the award of this Agreement:~~

16 ~~a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security~~
17 ~~number, and residence address;~~

18 ~~b. In the case of a CONTRACTOR doing business in a form other than as an individual,~~
19 ~~the name, date of birth, social security number, and residence address of each individual who owns an~~
20 ~~interest of ten percent (10%) or more in the contracting entity;~~

21 ~~3. It is expressly understood that this data will be transmitted to governmental agencies charged~~
22 ~~with the establishment and enforcement of child support orders, or as permitted by federal and/or state~~
23 ~~statute.~~

24 #

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

- 28 ~~1. ARRA of 2009.~~
- 29 ~~2. Trafficking Victims Protection Act of 2000.~~
- 30 ~~3. WIC, Division 5, Community Mental Health Services.~~
- 31 ~~4. WIC, Division 6, Admissions and Judicial Commitments.~~
- 32 ~~5. WIC, Division 7, Mental Institutions.~~
- 33 ~~6. HSC, §§1250 et seq., Health Facilities.~~
- 34 ~~7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~

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

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

1 ~~any required funding statement information on social media when required by ADMINISTRATOR.~~
2 ~~— D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by~~
3 ~~COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

4 ~~**XVIII. MAXIMUM OBLIGATION**~~

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

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

11 ~~**XIX. MINIMUM WAGE LAWS**~~

12 ~~— A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and~~
13 ~~State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal~~
14 ~~or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”~~
15 ~~paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in~~
16 ~~any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals~~
17 ~~providing services pursuant to this Agreement be paid no less than the greater of the federal or California~~
18 ~~Minimum Wage.~~

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

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 State~~
25 ~~of California (§§1770, et seq.), as it now exists or may hereafter be amended.~~

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28 ~~**XX. NONDISCRIMINATION**~~

29 ~~**A. EMPLOYMENT**~~

30 ~~— 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined~~
31 ~~in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any employee~~
32 ~~or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,~~

1 ~~physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
 2 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,~~
 3 ~~during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its~~
 4 ~~subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for~~
 5 ~~employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,~~
 6 ~~mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,~~
 7 ~~gender expression, age, sexual orientation, or military and veteran status.~~

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

12 ~~3. CONTRACTOR shall not discriminate between employees with spouses and employees with~~
 13 ~~domestic partners, or discriminate between domestic partners and spouses of those employees, in the~~
 14 ~~provision of benefits.~~

15 ~~4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for~~
 16 ~~employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity~~
 17 ~~Commission setting forth the provisions of the EOE.~~

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

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

29 ~~B. SERVICES, BENEFITS AND FACILITIES — CONTRACTOR and/or subcontractor shall not~~
 30 ~~discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities~~
 31 ~~on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,~~
 32 ~~medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,~~
 33 ~~age, sexual orientation, or military and veteran status in accordance with Title IX of the Education~~
 34 ~~Amendments of 1972 as they relate to 20 USC §1681 — §1688; Title VI of the Civil Rights Act of 1964~~

~~(42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:~~

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

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

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

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

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

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

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

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

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

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

~~D. PERSONS WITH DISABILITIES—CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended~~

1 (~~42 USC 12101 et seq.; as implemented in 29 CFR 1630~~), as applicable, pertaining to the prohibition of
 2 ~~discrimination against qualified persons with disabilities in all programs or activities, and if applicable,~~
 3 ~~as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together~~
 4 ~~with succeeding legislation.~~

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

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

XXI. NOTICES

14 ~~— A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements~~
 15 ~~authorized or required by this Agreement shall be effective:~~

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

19 ~~—— 2. When faxed, transmission confirmed;~~

20 ~~—— 3. When sent by Email; or~~

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

23 ~~— B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this~~
 24 ~~Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,~~
 25 ~~transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United~~
 26 ~~Parcel Service, or any other expedited delivery service.~~

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

31 ~~— D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by~~
 32 ~~ADMINISTRATOR.~~

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4 **XXII. NOTIFICATION OF DEATH**

5 ~~— A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.~~

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

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

8 ~~— 2. WRITTEN NOTIFICATION~~

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

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

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

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

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

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

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

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

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

#

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

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

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

~~4. B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~

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

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

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

~~ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to Client records are met at all times.~~

D. CONTRACTOR shall retain all financial records for a minimum of ~~seven (7)~~ ten (10) years from the ~~termination~~ commencement of the ~~contract~~ Agreement unless a longer period is required due to

1 legal proceedings such as litigations and/or settlement of claims.

2 E. CONTRACTOR shall ~~retain all client and/or patient medical records for seven (7) years following~~
~~discharge of the participant, client and/or patient.~~

3 ~~F. CONTRACTOR shall~~ make records pertaining to the costs of services, ~~participant~~ Client fees,
 4 charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

5 F. ~~—~~ If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may
 6 provide written approval to CONTRACTOR to maintain records in a single location, identified by
 CONTRACTOR.

7 G. ~~—~~ CONTRACTOR may be required to retain all records involving litigation proceedings and
 8 settlement of claims for a longer term as directed by ADMINISTRATOR.

9 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of,
 10 this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
 information that is requested by the PRA request. .”

11 7. Paragraph XXXI. Termination, is deleted in its entirety and replaced with the following:

12 “XXXI. TERMINATION

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

17 ~~1. The medical records and billing records about individuals maintained by or for a covered~~
 18 ~~health care provider;~~

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

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

22 ~~— I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance~~
 23 ~~with the terms of this Agreement and common business practices. If documentation is retained~~
 24 ~~electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

25 ~~1. Have documents readily available within twenty four (24) hour notice of a scheduled audit~~
 26 ~~or site visit.~~

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

28 ~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if~~
 29 ~~requested.~~

30 ~~— J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~

31 38 of 48

32 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP
 33 PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX
 34 ROG01BHKK22

35 RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

1 security of PII and/or PHI. ~~CONTRACTOR shall, upon discovery of a Breach of privacy and/or security~~
 2 ~~of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or~~
 3 ~~regulation, and copy ADMINISTRATOR on such notifications.~~

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

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

9 ~~**XXV. RESEARCH AND PUBLICATION**~~

10 ~~— CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,~~
 11 ~~or developed, as a result of this Agreement for the purpose of personal or professional research, or for~~
 12 ~~publication.~~

13 ~~**XXVI. REVENUE**~~

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

22 ~~— B. THIRD PARTY REVENUE — CONTRACTOR shall make every reasonable effort to obtain all~~
 23 ~~available third party reimbursement for which persons served pursuant to this Agreement may be eligible.~~
 24 ~~Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.~~

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

30 ~~— D. OTHER REVENUES — CONTRACTOR shall charge for services, supplies, or facility use by~~
 31 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

~~**XXVII. SEVERABILITY**~~

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

~~**XXVIII. SPECIAL PROVISIONS**~~

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

~~1. Making cash payments to intended recipients of services through this Agreement.~~

~~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.~~

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

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

~~2. Making phone calls outside of the local area unless documented to be directly for the purpose~~

1 of Client care.

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

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

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

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

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

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

12 **XXIX. STATUS OF CONTRACTOR**

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

24 **PARA XXX. TERM**

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

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

XXXI. TERMINATION

~~A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.~~

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

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

~~D.~~ B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

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

EC. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)

1 approved by the Board of Supervisors.

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

6 ~~F.D.~~ In the event this Agreement is suspended or terminated prior to the completion of the term as
7 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
8 sole discretion, reduce the ~~Maximum Obligation~~ Amount Not To Exceed of this Agreement ~~in an~~
9 ~~amount to be~~ consistent with the reduced term of the Agreement.

10 ~~G.E.~~ In the event this Agreement is terminated ~~by either Party pursuant to Subparagraphs B., C., or D.~~
11 ~~above~~, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

14 9. Provide written notice of termination of services to each Client being served under this
15 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

1 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
2 day period.

3 ~~H. F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days'~~
4 ~~written notice.~~ The rights and remedies of COUNTY provided in this Termination Paragraph shall not
5 be exclusive, and are in addition to any other rights and remedies provided by law or under this
6 Agreement.

7 ~~**XXXII. THIRD PARTY BENEFICIARY**~~

8 ~~Neither Party hereto intends that this Agreement shall create rights hereunder in third parties~~
9 ~~including, but not limited to, any subcontractors or any Clients provided services pursuant to this~~
10 ~~Agreement.~~

11 ~~**XXXIII. WAIVER OF DEFAULT OR BREACH**~~

12 ~~Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any~~
13 ~~subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this~~
14 ~~Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any~~
15 ~~default or any breach by CONTRACTOR shall not be considered a modification of the terms of this~~
16 ~~Agreement.~~

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27 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP
 PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX
 ROG01BHKK22

RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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

~~RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.~~

~~BY: _____ DATED: _____~~

~~TITLE: _____~~

~~COUNTY OF ORANGE~~

~~BY: _____ DATED: _____~~

~~HEALTH CARE AGENCY~~

7. Exhibit A of the Contract is deleted in its entirety and replaced with the attached Exhibit A-1.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1, and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Resource Oversight and Guidance Services, Inc.

_____	_____
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>

_____	_____
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>

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

BY: _____ DATED: _____
 _____ DEPUTY

\\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT M\ROG01 - REP PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX ROG01BHKK22

RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

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~~If the contracting party 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 HCA.~~

27 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX ROG01BHKK22

RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.

Office of the County Counsel
Orange County, California

Print Name

Deputy County Counsel
Title

Signature

Date

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.
 JULY 1, ~~2019~~2022 THROUGH JUNE 30, ~~2022~~2023

I. BUDGET

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

	<u>PERI</u>	<u>PERI</u>	<u>PERI</u>	<u>TOT</u>
	<u>OD</u>	<u>OD</u>	<u>OD</u>	<u>AL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THRE</u>	
	<u>FOUR</u>		<u>E</u>	
ADMINISTRATIVE COST				
Salaries	\$ 13,00	\$ 4	\$ 13	\$ 39
	0 <u>200</u>	3,	7,	7,
		0	00	00
		0		
		0		

1	Benefits	39	3	39			1,170	800
2		0	9	0				
3			0					
4	Service & Supplies				647	6	64	4,
5					7	4	7	94
6	Indirect Costs					7		4
7					2,244	2,	2,	6,
8						2	24	73
9						4	4	2
10	SUBTOTAL ADMIN COST				\$	\$	\$	\$
11					16,28	4	16	48
12					417,9	6,	,2	,8
13					21	2	84	43
14						8		
15						4		
16	PROGRAM COST							
17	Salaries				\$	\$	\$	\$
18					98,54	9	98	29
19					0121,	8,	,5	5,
20					800	5	40	62
21						4		0
22						0		
23	Benefits	2,	2,	2,				8,856
24		95	9	95				300
25		2	5	2				
26			2					

1	Services and Supplies				
2		<u>31,94</u>	<u>3</u>	<u>31</u>	<u>95</u>
3		<u>319,8</u>	<u>1</u>	<u>9</u>	<u>8</u>
4		<u>14</u>	<u>9</u>	<u>43</u>	<u>29</u>
5			<u>4</u>		
6	SUBTOTAL PROGRAM COST	\$	\$	\$	\$
7		<u>133,4</u>	<u>1</u>	<u>13</u>	<u>40</u>
8		<u>35149</u>	<u>3</u>	<u>3,</u>	<u>0,</u>
9		<u>.914</u>	<u>3,</u>	<u>43</u>	<u>30</u>
10			<u>4</u>	<u>5</u>	<u>5</u>
11			<u>3</u>		
12	TOTAL COST	\$	\$	\$	\$
13		<u>149,7</u>	<u>1</u>	<u>14</u>	<u>44</u>
14		<u>16167</u>	<u>4</u>	<u>9,</u>	<u>9,</u>
15		<u>.835</u>	<u>9,</u>	<u>71</u>	<u>14</u>
16			<u>7</u>	<u>6</u>	<u>8</u>
17	REVENUE				
18	County <u>COUNTY</u> Discretionary	\$	\$	\$	\$
19		<u>68,40</u>	<u>6</u>	<u>68</u>	<u>20</u>
20		<u>9106,</u>	<u>8,</u>	<u>,4</u>	<u>5,</u>
21		<u>718</u>	<u>4</u>	<u>09</u>	<u>22</u>
22			<u>0</u>		<u>7</u>
23			<u>9</u>		
24					
25					
26					

1	TSR				
2		81,30	8	81	24
3		7	1	3	3
4		61,11	3	07	92
5		7	0		1
6	TOTAL REVENUE	\$	\$	\$	\$
7		149,7	4	14	44
8		16167	4	9,	9,
9		.835	9,	71	14
10			7	6	8
11	TOTAL BUDGET <u>AMOUNT NOT TO EXCEED</u>	\$	\$	\$	\$
12		149,7	4	14	44
13		16167	4	9,	9,
14		.835	9,	71	14
15			7	6	8
16			4		
17			6		

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

C. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as

27 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\ROG01 - REP PAYEE\FY 2022-23\K DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 REPRESENTATIVE PAYEE SERVICES.DOCX ROG01BHKK22

1 may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written
 2 approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
 3 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any
 4 proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

12 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 13 Paragraph of this Exhibit A-1 to the Agreement.

14 **II. COMMON TERMS AND ~~Definitions~~ DEFINITIONS**

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

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

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

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

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

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

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is
 consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been
 replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific

1 journals by one or more published articles; it has been documented and put into manual forms; it produces specific
2 outcomes when adhering to the fidelity of the model.

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

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

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

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

18 8. CAT means Centralized Assessment Team and provides 24 hour mobile response services to any
19 adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families
20 in providing crisis intervention services for the mentally ill. CAT is a
21 #
22 multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
23 management, linkage, follow ups for individuals evaluated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 18. FSP

32 a. FSP means Full Service Partnership and refers to a type of program described by the State in the
33 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full partner in the
34 development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model,
35

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

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

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

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

33 expenditures that are individualized and appropriate to support Client's mental health treatment activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year
2 of the experience requirement.

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

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

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

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

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

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

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

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

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

34 38. Pharmacy Benefits Manager means the organization that manages the medication benefits that are

1 given to Clients that qualify for medication benefits.

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

7 40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
8 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological
9 Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section
10 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

34 47. Psychologist means an individual who meets the minimum professional and licensure requirements

1 set forth in Title 9, CCR, Section 624.

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

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

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

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

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

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

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

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

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

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

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

55. 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

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

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

8 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms
 9 and Definitions Paragraph of this Exhibit A-1 to the Agreement.

10 **III. PAYMENTS**

11 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$ 12,476 per month
 12 for Period One, Period Two, and Period Three, ~~and \$13,986 per month for Period Four.~~ All payments are interim
 13 payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement
 14 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided,
 15 however, the total of such payments does not exceed the ~~Maximum Obligation~~ Amount Not to Exceed for each
 16 Period as noted in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s
 17 costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

18 #
 19 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional
 20 amount specified above has not been fully paid.

21 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report
 22 as specified in the Reports Paragraph of this Exhibit A-1 to the Agreement. ADMINISTRATOR shall use the
 23 Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and
 24 A.3., below.

25 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional
 26 amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY
 27 payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional
 28 amount payments to CONTRACTOR’s and the year-to-date actual cost incurred by CONTRACTOR.

29 3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional
 30 amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase
 31 in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-
 32 to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by
 33 CONTRACTOR.

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

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

8 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any
 9 provision of the Agreement.

10 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or
 11 termination of this Agreement, except as may otherwise be provided under the Agreement, or specifically agreed
 12 upon in a subsequent ~~Agreement~~ agreement.

13 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments
 14 Paragraph of this Exhibit A-1 to the Agreement.

15 **IV. REPORTS**

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

19 ~~#~~
 20 B. CONTRACTOR shall also supply, with each monthly invoice, a staffing report detailing deletions or
 21 additions to the list of Representative Payees providing services under the Agreement.

22 C. CONTRACTOR shall submit any reports requested by ADMINISTRATOR concerning its activities as
 23 they relate to the Agreement. CONTRACTOR will be given at least thirty (30) days notice of the requirement for
 24 each report.

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

26 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the
 27 Reports Paragraph of this Exhibit A-1 to the Agreement.

28 **V. SERVICES**

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

333 City Boulevard West, 17th Floor
Orange, CA 92868

30011 Ivy Glenn Drive, Suite 209
Laguna Niguel, CA 92677

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

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

C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide Representative Payee Services with a goal of serving ~~an average~~ a minimum of one hundred twenty (120) Clients per month, who are referred by COUNTY. CONTRACTOR shall provide services that include, but are not limited to, the following:

- 1. Maintaining legal status as the Representative Payee for each Client, as authorized by the Social Security Administration (SSA);
- 2. Establishing a process for receiving all Client income in a SSA-approved collective trust checking account, where funds are deposited by the SSA via the United States Treasury, and held for multiple Clients served by the program. Utilize CONTRACTOR’s representative payee software program to assign the appropriate funds to each ~~Client’s~~ client’s personal account in the software program;
- 3. Providing a written procedure to each ~~Client~~ client at the time of first meeting that clearly and simply explains the steps required to request and make payments or receive discretionary funds from their trust account;
- 4. Determining the Client’s needs and use his or her payments to meet those needs. CONTRACTOR shall use benefits for Clients’ current needs (such as food, clothing, shelter, utilities, dental and medical care, and personal comfort items), or for reasonably foreseeable needs. If not needed for these purposes, CONTRACTOR must conserve or invest the benefits for the Client. Where the Client has unmet current maintenance needs, saving benefits does not serve a purpose and would not be in his or her best interests.
- 5. Making routine and emergency payments on behalf of Clients, in a timely manner;

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

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

5 8. In the event a Client receives a large retroactive payment covering several months or even years of
6 benefits, CONTRACTOR's priority is to make sure to meet the Clients' current needs (food, shelter, medical care
7 and other comfort items). After the Clients' current needs are addressed, CONTRACTOR may spend the money
8 on things that would improve the Clients' daily living conditions or provide better medical care, or to satisfy Client
9 debts. If the Client receives Supplemental Security Income (SSI), he or she cannot have more than \$2,000 (or
10 \$3,000 for a couple) in countable resources. CONTRACTOR shall spend the back payment within nine months so
11 that the Client's total resources are below \$2,000 (\$3,000 for a couple). If CONTRACTOR doesn't spend the
12 money within nine months after the month of receipt, an overpayment may occur and benefits may stop if countable
13 resources exceed the \$2,000 (\$3,000) threshold.

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

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

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

22 12. Communicating on a regular basis with Plan Coordinators or Personal Service Coordinators regarding
23 the status of Clients' linkage to Representative Payee Services;

24 13. Providing all reports as required by the SSA or other agencies as necessary.

25 14. Reporting any changes or events to the SSA which could affect the Client's eligibility for payments.

26 15. Reporting to SSA, and COUNTY, any changes that would affect CONTRACTOR's performance or
27 CONTRACTOR continuing as payee.

16. Completing reports accounting for CONTRACTOR's use of payments, as required.

17. Returning to SSA any payments to which the Client is not entitled.

18. Returning to SSA any payments saved when CONTRACTOR is no longer the representative payee
19 for the Client.

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

1. The Client dies;

2. The Client moves;

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

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

19 #

20 F. CONTRACTOR shall ensure that all staff completes the County's Annual Provider Training and Annual
 21 Compliance Training.

22 G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect
 23 to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement.
 24 Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or
 25 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

26 H. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.

27 I. COUNTY shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

28 J. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and
 29 members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs
 30 and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and conflict of interest. Prior
 31 to providing any services pursuant to the Agreement, all members of the Board of Directors, employees, volunteers,
 32 and interns will agree in writing to maintain the standards set forth in the Code of Conduct.

33 K. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that
 34 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents

1 of such efforts which may include; but not be limited to: records of participation in COUNTY sponsored or other
 2 applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and
 3 formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,
 individuals who are physically challenged.

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

7 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the
 8 Services Paragraph of this Exhibit A-1 to the Agreement.

9 VI. STAFFING

10 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as
 11 determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies
 12 occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above
 13 requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to
 the filling of those positions with non-bilingual staff.

14 # Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees
 15 benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

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

22 D. CONTRACTOR shall ensure that all staff complete ~~the~~ COUNTY's Annual Provider Training and
 23 Annual Compliance Training.

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

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

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

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>
	<u>UR</u>	<u>FTEs</u>	<u>FTEs</u>
	<u>FTEs</u>		
22 DIRECT ADMINISTRATIVE			
23 President	0.10 08	<u>0.10</u>	<u>0.10</u>
24 TOTAL ADMINISTRATIVE FTEs	0.10 08	<u>0.10</u>	<u>0.10</u>
25 DIRECT PROGRAM			

1	President	0. 15 <u>17</u>	0.15	0.15
2	Senior Client Case Manager	0.50	0.50	0.50
3	Client Case Managers	1. 00 <u>50</u>	1.00	1.00
4	Program Administrative Assistant	<u>0.25</u>	0.25	0.25
5	TOTAL PROGRAM FTEs	1.90 <u>2.42</u>	1.90	1.90
6	TOTAL CONTRACT FTEs	2.00 <u>50</u>	2.00	2.00

I. WORKLOAD STANDARDS – CONTRACTOR shall achieve a goal of serving an average of one hundred twenty (120) Clients per month as specified in the Services Paragraph of this Exhibit A-1 to the Agreement.

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

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Agreement.

#

1 EXHIBIT B
 2 AGREEMENT FOR PROVISION OF
 3 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.
 8 JULY 1, 2019 THROUGH JUNE 30, 2022
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 ~~A. GENERAL PROVISIONS AND RECITALS~~

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

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

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

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

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

~~6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.~~

~~B. DEFINITIONS~~

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

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

~~a. Breach excludes:~~

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

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

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

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

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

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

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

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

~~3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.~~

~~4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.~~

~~5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.~~

~~#~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~#~~

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

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

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

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

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

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

~~8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs~~

1 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30)
2 calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in
3 writing no later than ten (10) calendar days after said amendment is completed.

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

9 ~~10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
11 and to make information related to such Disclosures available as would be required for COUNTY to
12 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
13 45 CFR § 164.528.~~

14 #

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

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

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

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

34 ~~15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting~~

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

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

~~#~~

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

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

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

~~D. SECURITY RULE~~

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

~~2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to~~

1 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
2 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
3 current and updated policies upon request.

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

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

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

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

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

20 #

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

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

27 ~~E. DATA SECURITY REQUIREMENTS~~

~~1. Personal Controls~~

28 ~~a. Employee Training. All workforce members who assist in the performance of functions
29 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY
30 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
31 COUNTY, must complete information privacy and security training, at least annually, at
32 CONTRACTOR's expense. Each workforce member who receives information privacy and security
33 training must sign a certification, indicating the member's name and the date on which the training was~~

1 completed. These certifications must be retained for a period of six (6) years following the termination
2 of Agreement.

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

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

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

20 ~~_____ 2. Technical Security Controls~~

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

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

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

33 ~~_____ d. Removable media devices. All electronic files that contain PHI COUNTY discloses to~~
34 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~
35 ~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~

1 ~~must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,~~
 2 ~~floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm~~
 3 ~~which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”~~
 4 ~~if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s~~
 5 ~~locations.~~

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

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

18 ~~_____ g. User IDs and Password Controls. All users must be issued a unique user name for~~
 19 ~~accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,~~
 20 ~~or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password~~
 21 ~~changed upon the transfer or termination of an employee with knowledge of the password, at maximum~~
 22 ~~within twenty four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters~~
 23 ~~and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.~~
 24 ~~Passwords must be changed every ninety (90) calendar or business days, preferably every sixty (60)~~
 25 ~~calendar or business days. Passwords must be changed if revealed or compromised.~~

26 #

27 ~~Passwords must be composed of characters from at least three (3) of the following four (4) groups from~~
 28 ~~the standard keyboard:~~

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

33 ~~_____ h. Data Destruction. When no longer needed, all PHI COUNTY discloses to~~
 34 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~

1 ~~must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media~~
 2 ~~may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods~~
 3 ~~require prior written permission by COUNTY.~~

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

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

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

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

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

29 #

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

34 ~~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 assurance
5 that administrative, physical, and technical controls are functioning effectively and providing adequate
6 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 circumstance
19 or situation that causes normal computer operations to become unavailable for use in performing the work
20 required under this Agreement 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 schedule
23 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
24 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
25 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the
26 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 unattended
30 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
31 information is not being observed by an employee authorized to access the information.~~

~~32 #~~

~~33 Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be
34 checked in baggage on commercial airplanes.~~

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

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

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

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

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

~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~8. CONTRACTOR shall continue to provide all additional pertinent information about the~~

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

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

~~G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

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

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

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

~~1) The Disclosure is required by law; or~~

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

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

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

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

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

~~H. PROHIBITED USES AND DISCLOSURES~~

~~1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or~~

~~CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).~~

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

~~I. OBLIGATIONS OF COUNTY~~

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

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

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

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

~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

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

~~3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.~~

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~~EXHIBIT C~~

~~AGREEMENT FOR PROVISION OF
ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.~~

~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

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

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

~~A. DEFINITIONS~~

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

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

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

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

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

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

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

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

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

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

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

~~B. TERMS OF AGREEMENT~~

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

~~2. Responsibilities of CONTRACTOR~~

~~CONTRACTOR agrees:~~

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

~~b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical~~

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~~EXHIBIT C~~

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~~safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current policies upon request.~~

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

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

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

~~3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.~~

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

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

~~f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for~~

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~~EXHIBIT C~~

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~~records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.~~

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

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

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

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