



# Revision to ASR and/or Attachments

**Date:** May 18, 2023  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Clayton Chau, Agency Director, Health Care Agency *Clayton Chau MD*  
**Re:** ASR Control #: 22-000982, Meeting Date 5/23/23, Item No. # 12  
**Subject:** Contract for Multi-Service Centers for Homeless Adults with Mental Disorders

---

## Explanation:

The Health Care Agency would like to update the following:

Annual Cost: FY 2023-24 \$5,055,479 ~~FY 2024-25 \$5,055,479~~ ~~FY 2025-26 \$5,055,479~~

Revised Recommended Action(s)

1. Approve the selection of and Contract with Orange County Association for Mental Health dba Mental Health Association of Orange County for provision of Multi-Service Centers for Homeless Adults with Mental Disorders for the term of July 1, 2023, through June 30, ~~2026~~2024, for an amount not to exceed ~~\$15,166,437~~ \$5,055,479, renewable for ~~one~~ two additional two-year terms.

Make modifications to the:

Subject     Background Information     Summary     Financial Impact

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Contract MA-042-23011036 for the provision of Multi-Service Centers for Homeless Adults with Mental Disorders with Orange County Association for Mental Health dba Mental Health Association of Orange County

Attachment B - Contract Summary Form

1 CONTRACT FOR PROVISION OF  
 2 MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
 7 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 8 JULY 1, 2023 THROUGH JUNE 30, 2024  
 9

10 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the  
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ORANGE  
 12 COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF  
 13 ORANGE COUNTY, a California non-profit corporation, (CONTRACTOR). COUNTY and  
 14 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as  
 15 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency  
 16 or an authorized designee ("ADMINISTRATOR").  
 17

18 **W I T N E S S E T H:**  
 19

20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Multi-Service  
 21 Centers for Homeless Adults with Mental Disorders described herein to the residents of Orange County;  
 22 and

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

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

27 //  
 28 //  
 29 //  
 30 //  
 31 //  
 32 //  
 33 //  
 34 //  
 35 //  
 36 //  
 37 //

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Table of Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	6
II. Alteration of Terms .....	8
III. Amount Not To Exceed .....	8
IV. Assignment of Debts.....	9
V. Compliance .....	9
VI. Confidentiality.....	13
VII. Conflict of Interest .....	14
VIII. Cost Report.....	14
IX. Debarment and Suspension Certification .....	16
X. Delegation, Assignment and Subcontracts.....	16
XI. Dispute Resolution.....	18
XII. Employee Eligibility Verification .....	19
XIII. Equipment .....	19
XIV. Facilities, Payments and Services.....	20
XV. Indemnification and Insurance .....	21
XVI. Inspections and Audits.....	25
XVII. Licenses and Laws .....	26
XVIII. Literature, Advertisements and Social Media.....	27
XIX. Minimum Wage Laws .....	28
XX. Nondiscrimination.....	28
XXI. Notices.....	31
XXII. Notification of Death .....	31
XXIII. Notification of Public Events and Meetings .....	32
XXIV. Patient’s Rights .....	32
XXV. Records Management and Maintenance .....	33
XXVI. Research and Publication.....	35
XXVII. Revenue .....	35
XXVIII. Severability.....	35
XXIX. Special Provisions .....	36
XXX. Status of Contractor .....	37
XXXI. Term .....	38

//

**TABLE OF CONTENTS**

1

2 XXXII. Termination ..... 37

3 XXXIII. Third Party Beneficiary ..... 39

4 XXXIV. Waiver of Default or Breach..... 39

5 Signature Page ..... 40

**EXHIBIT A**

6

7

8 I. Common Terms and Definitions ..... 1

9 II. Budget ..... 9

10 III. Payments ..... 11

11 IV. Reports..... 12

12 V. Services ..... 14

13 VI. Staffing ..... 22

**EXHIBIT B**

14

15

16 I. Business Associate Contract..... 1

**EXHIBIT C**

17

18

19 I. Personal Information Privacy and Security Contract..... 1

**EXHIBIT D**

20

21

22 I. Good Neighbor Policy ..... 1

23

24

25

26

27

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2023 through June 30, 2024

**Amount Not To Exceed:** \$5,055,479

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR UEI Number:** DANLC9YADBF8

**CONTRACTOR TAX ID Number:** 95-2036972

**Federal Grant Funding:**

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.150	X06SM016005-22	Projects for Assistance in Transition from Homelessness (PATH)	Department of HHS	7/1/2023 TO 6/30/2024	\$564,842	N
93.958	B09SM010005-22	Substance Abuse and Mental Health Services Administration (SAMHSA)	Department of HHS	7/1/2023 TO 6/30/2024	\$249,240	N

//  
//  
//  
//

1 **Notices to COUNTY and CONTRACTOR:**

2

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

8

9 CONTRACTOR: Orange County Association of Mental Health dba Mental Health Association of  
10 Orange County  
11 1971 E. 4<sup>th</sup> Street, Suite 130A  
12 Santa Ana, CA 92705  
13 Attention: Jeffrey A Thrash, Executive Director  
14 E-mail: [thrash@mhaoc.org](mailto:thrash@mhaoc.org)

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

## I. ACRONYMS

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

1		
2		
3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	COUNTY HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

1	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
2	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
3	AK. E-Mail	Electronic Mail
4	AL. EEOC	Equal Employment Opportunity Commission
5	AM. EHR	Electronic Health Records
6	AN. EOC	Equal Opportunity Clause
7	AO. ePHI	Electronic Protected Health Information
8	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
9	AQ. FFS	Fee For Service
10	AR. FIPS	Federal Information Processing Standards
11	AS. FSP	Full Service Partnership
12	AT. FTE	Full Time Equivalent
13	AU. GAAP	Generally Accepted Accounting Principles
14	AV. HCA	County of Orange Health Care Agency
15	AW. HHS	Federal Health and Human Services Agency
16	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17		Law 104-191
18	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. HIV	Human Immunodeficiency Virus
21	BA. HSC	California Health and Safety Code
22	BB. ID	Identification
23	BC. IEA	Information Exchange Agreement
24	BD. IRIS	Integrated Records and Information System
25	BE. ISO	Insurance Services Office
26	BF. ITC	Indigent Trauma Care
27	BG. LCSW	Licensed Clinical Social Worker
28	BH. MAT	Medication Assisted Treatment
29	BI. MFT	Marriage and Family Therapist
30	BJ. MH	Mental Health
31	BK. MHP	Mental Health Plan
32	BL. MHS	Mental Health Specialist
33	BM. MHSA	Mental Health Services Act
34	BN. MSN	Medical Safety Net
35	BO. NIH	National Institutes of Health
36	BP. NIST	National Institute of Standards and Technology
37	BQ. NPI	National Provider Identifier



1	BR. NPP	Notice of Privacy Practices
2	BS. NPPES	National Plan and Provider Enumeration System
3	BT. OCJS	Orange County Jail System
4	BU. OCPD	Orange County Probation Department
5	BV. OCR	Federal Office for Civil Rights
6	BW. OCSD	Orange County Sheriff's Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. P&P	Policy and Procedure
11	CB. PA DSS	Payment Application Data Security Standard
12	CC. PATH	Projects for Assistance in Transition from Homelessness
13	CD. PC	California Penal Code
14	CE. PCI DSS	Payment Card Industry Data Security Standards
15	CF. PCS	Post-Release Community Supervision
16	CG. PHI	Protected Health Information
17	CH. PI	Personal Information
18	CI. PII	Personally Identifiable Information
19	CJ. P&P	Policy and Procedure
20	CK. PRA	California Public Records Act
21	CL. PSC	Professional Services Contract System
22	CM. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
23	CN. SIR	Self-Insured Retention
24	CO. SMA	Statewide Maximum Allowable (rate)
25	CP. SOW	Scope of Work
26	CQ. SUD	Substance Use Disorder
27	CR. UMDAP	Uniform Method of Determining Ability to Pay
28	CS. UOS	Units of Service
29	CT. USC	United States Code
30	CU. WIC	Women, Infants and Children

## II. ALTERATION OF TERMS

A. This Contract, 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 Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of, the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees

1 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
2 formally approved and executed by both parties.

### 3 4 **III. AMOUNT NOT TO EXCEED**

5 A. The Amount Not To Exceed of COUNTY for services provided in accordance with this  
6 Contract are as specified in the Referenced Contract Provisions of this Contract.

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

### 9 10 **IV. ASSIGNMENT OF DEBTS**

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

### 18 19 **V. COMPLIANCE**

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

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

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

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

7 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
8 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
9 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and  
10 procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.  
11 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
12 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if  
13 CONTRACTOR's proposed Compliance Program and Code of Conduct contain all required elements to  
14 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
15 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
16 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet  
17 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
18 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

19 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that  
20 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and  
21 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
22 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,  
23 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

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

31 1. For purposes of this Paragraph V (COMPLIANCE), Covered Individuals includes all  
32 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide  
33 health care items or services or who perform billing or coding functions on behalf of  
34 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
35 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
36 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
37 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the

1 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are  
2 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
3 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and  
4 procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 15 **VI. CONFIDENTIALITY**

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

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

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

27 3. In the event of a collaborative service contract between Mental Health services providers,  
28 CONTRACTOR acknowledges and agrees that it shall obtain releases of information from the  
29 collaborative agency, for Clients receiving services through the collaborative contract.

30 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
31 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of  
32 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
33 all information and records which may be obtained in the course of providing such services. This  
34 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of  
35 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
36 consultants, subcontractors, volunteers and interns.  
37

1  
2 **VII. CONFLICT OF INTEREST**

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

11  
12 **VIII. COST REPORT**

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

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

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

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

37 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the

1 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
2 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
3 unreasonably denied.

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

9 B. The individual and/or consolidated Cost Report prepared shall be the final financial and  
10 statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final  
11 settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable  
12 and directly or indirectly related to the services to be provided hereunder. The individual and/or  
13 consolidated Cost Report shall be the final financial record for subsequent audits, if any.

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

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

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

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

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



hereby certify that I have the authority to execute the accompanying Cost Report.

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

**IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) 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.

**X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to

1 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
2 Any attempted assignment or delegation in derogation of this paragraph shall be void.

3 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
4 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
5 new owners shall be required under the terms of sale or other instruments of transfer to assume  
6 CONTRACTOR's duties and obligations contained in this Contract and complete them to the  
7 satisfaction of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 26 27 **XVII. DISPUTE RESOLUTION**

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

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

36 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
37 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand

1 a written statement signed by an authorized representative indicating that the demand is made in good  
2 faith, that the supporting data are accurate and complete, and that the amount requested accurately  
3 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

#### 19 20 **VIIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 30 31 **XIII. EQUIPMENT**

32 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
33 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
34 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively  
35 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
36 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
37 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes

1 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain  
2 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
3 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
4 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated  
5 according to GAAP.

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

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

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

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

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

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

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

#### 34 **IXIV. FACILITIES, PAYMENTS AND SERVICES**

35 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
36 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
37

1 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
2 minimum number and type of staff which meet applicable federal and state requirements, and which are  
3 necessary for the provision of the services hereunder.

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

#### 9 10 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

37 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 Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold 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 Contract, CONTRACTOR shall defend 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 CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

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	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence

1	Workers' Compensation	Statutory
2		
3	Employers' Liability Insurance	\$1,000,000 per occurrence
4	Network Security & Privacy Liability	\$1,000,000 per claims made
5		
6	Professional Liability Insurance	\$1,000,000 per claims made
7		\$1,000,000 aggregate
8		
9	Sexual Misconduct Liability	\$1,000,000 per occurrence

10  
11 H. REQUIRED COVERAGE FORMS

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

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

16 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

33 //

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

37 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving



1 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
2 *officers, agents and employees,* or provide blanket coverage, which will state ***AS REQUIRED BY***  
3 ***WRITTEN AGREEMENT.***

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

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

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

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

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

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

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

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

31 T. SUBMISSION OF INSURANCE DOCUMENTS

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

33 //

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

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

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

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

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

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

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

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

16           4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
17 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
18 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
19

## 20           **X. INSPECTIONS AND AUDITS**

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

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

### 35           C. AUDIT RESPONSE

36           1. Following an audit report, in the event of non-compliance with applicable laws and  
37 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
2 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
3 (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

## 20 21 **XI. LICENSES AND LAWS**

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

### 30 **B. CHILD SUPPORT OBLIGATIONS**

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

37 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and

1 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
 2 requirements shall include, but not be limited to, the following:

- 3 1. ARRA of 2009.
- 4 2. Trafficking Victims Protection Act of 2000.
- 5 3. WIC, Division 5, Community Mental Health Services.
- 6 4. WIC, Division 6, Admissions and Judicial Commitments.
- 7 5. WIC, Division 7, Mental Institutions.
- 8 6. HSC, §§1250 et seq., Health Facilities.
- 9 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 10 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 11 9. CCR, Title 17, Public Health.
- 12 10. CCR, Title 22, Social Security.
- 13 11. CFR, Title 42, Public Health.
- 14 12. CFR, Title 45, Public Welfare.
- 15 13. USC Title 42. Public Health and Welfare.
- 16 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 17 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 18 16. 42 USC §1857, et seq., Clean Air Act.
- 19 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 20 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 21 19. Policies and procedures set forth in Mental Health Services Act.
- 22 20. Policies and procedures set forth in DHCS Letters.
- 23 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 24 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
 25 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  
 26 42 CFR, Section 438, Managed Care Regulations.

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

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

33 //

### 34 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

35 A. Any written information or literature, including educational or promotional materials,  
 36 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
 37 to this Contract must be approved at least thirty (30) calendar days in advance and in writing by

1 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written  
2 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
3 and electronic media such as the Internet.

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

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

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

#### 19 20 **XIX. MINIMUM WAGE LAWS**

21 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
22 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
23 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
24 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all  
25 its contractors or other persons providing services pursuant to this Contract on behalf of  
26 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
27 Wage.

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

31 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
32 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
33 //  
34 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
35 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

#### 36 37 **XX. NONDISCRIMINATION**

1           A. EMPLOYMENT

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

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

16           3. CONTRACTOR shall not discriminate between employees with spouses and employees  
17 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
18 the provision of benefits.

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

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

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

33 //

34           B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
 5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
 6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
 7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
 8 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
 9 factors identified above:

- 10 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Client which is different or is provided in a different  
 12 manner or at a different time from that provided to other Clients.
- 13 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
 14 others receiving any service and/or benefit.
- 15 4. Treating a Client differently from others in satisfying any admission requirement or  
 16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

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

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

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

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

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
 33 //  
 34 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
 35 request a State Fair Hearing.

36 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
 37 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as

1 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
2 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
3 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
4 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
5 with succeeding legislation.

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

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

## 15 16 **XII. NOTICES**

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

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

22 2. When faxed, transmission confirmed;

23 3. When sent by Email; or

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

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

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

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

## 36 37 **XXII. NOTIFICATION OF DEATH**



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

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

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

9 2. WRITTEN NOTIFICATION

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

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

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

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

22  
23 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

31  
32 **XXIV. PATIENT'S RIGHTS**

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

37 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an

1 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

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

5 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a  
6 statutory rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The  
7 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,  
8 which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights  
9 Office.

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

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

## 16 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

34 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
35 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
36 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the  
37

1 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal  
2 or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

33 //

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

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

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

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

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

## 10 **XXVI. RESEARCH AND PUBLICATION**

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

## 15 **XXVII. REVENUE**

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

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

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

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

## 37 **XXVIII. SEVERABILITY**

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

6  
7 **XXIX. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

8  
9 **XXX. STATUS OF CONTRACTOR**

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

21  
22 **XXXI. TERM**

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

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

31 //

32 //

33 //

34 **XXXII. TERMINATION**

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

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

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

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

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

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

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

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

20 | C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

1 performance during the remaining contract term.

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

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

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

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

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

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

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

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

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

### 27 28 **XXXIII. THIRD PARTY BENEFICIARY**

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

### 31 32 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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



**SIGNATURE PAGE**

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

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

DocuSigned by:  
*Jeff Thrash*  
BY: \_\_\_\_\_ DATED: 5/19/2023  
94C5D4F5B2E54BC...

TITLE: CEO

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

PURCHASING AGENT/DESIGNEE

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

DocuSigned by:  
*Brittany McLean*  
BY: \_\_\_\_\_ DATED: 5/19/2023  
9713A4061D4343D...

DEPUTY

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

1 EXHIBIT A  
 2 TO CONTRACT FOR PROVISION OF  
 3 MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
 8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 9 JULY 1, 2023 THROUGH JUNE 30, 2024

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

12 A. The following standard definitions are for reference purposes only and may or may not apply in  
 13 their entirety throughout the Contract. The parties agree to the following terms and definitions, and to  
 14 those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

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

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

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

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

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

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

34 b. Emerging Practices means that the practice(s) seems like a logical approach to  
 35 addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in  
 36 practice, or innovators in academia or policy makers; and at least one recognized expert, group of  
 37 researchers or other credible individuals have endorsed the practice as worthy of attention based on

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

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

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

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

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

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

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

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

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

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

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

37 |           b. Data Certification means the process of reviewing State and COUNTY mandated

1 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the  
2 data is accurate.

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

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

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

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

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

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

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

31 18. Full Service Partnership (FSP) means a type of program described by the State in the  
32 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full  
33 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
34 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
35 will be established including the Client, psychiatrist, and PSC. Whenever possible, these  
36 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social  
37 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of

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

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

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

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

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

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

34 22. Integrated Records Information System (IRIS) means a collection of applications and  
35 databases that serve the needs of programs within COUNTY and includes functionality such as  
36 registration and scheduling, laboratory information system, billing and reporting capabilities,  
37 compliance with regulatory requirements, electronic medical records and other relevant applications.

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

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

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

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

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

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

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

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

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

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

32           e. Medication Support Services means those services provided by a licensed physician,  
33 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
34 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
35 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
36 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
37 to medication, as well as obtaining informed consent, providing medication education and plan

1 development related to the delivery of the service and/or assessment of the Client.

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

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

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

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

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

24 31. MHS means Mental Health Specialist and refers to an individual who has a bachelor's  
25 degree and four years of experience in a mental health setting and who performs individual and group  
26 case management studies.

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

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

36 34. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the  
37 Client that he/she is not entitled to any specialty mental health service. The County of Orange has

1 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and  
2 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

37           d. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family

1 caretaking, or creative endeavors, and the independence, income, and resources to participate in society.

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

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

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

16 55. Token means the security device which allows an individual user to access COUNTY's  
17 computer based IRIS.

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

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

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

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

## 32 **II. BUDGET**

33  
34 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this  
35 Exhibit A to the Contract and the following budget, which are set forth for informational  
36 purposes only.

1	ADMINISTRATIVE COSTS	
2	Indirect Costs	\$ 520,335
3		
4	SUBTOTAL ADMIN COSTS	\$ 520,335
5	PROGRAM COSTS	
6	Salaries	\$2,300,376
7	Benefits	414,068
8	Services & Supplies	329,525
9	Subcontractor Costs	\$180,024
10	Start-Up Costs	\$199,000
11	SUBTOTAL PROGRAM COSTS	\$4,535,144
12		
13		
14		
15	TOTAL GROSS COSTS	\$5,055,479
16		
17	REVENUE	
18	PATH	\$ 564,842
19	SAMHSA	\$ 249,240
20	COUNTY DISCRETIONARY	\$1,045,771
21	MHSA	\$3,195,626
22	TOTAL REVENUE	\$5,055,479
23		
24	AMOUNT NOT TO EXCEED	\$5,055,479

26 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in  
 27 Subparagraph II.A. of this Exhibit A to the Contract includes costs for two facilities, and Indirect Costs  
 28 not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated  
 29 at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such  
 30 Indirect Costs may include operating income.

31 C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and  
 32 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,  
 33 unless authorized by ADMINISTRATOR.

34 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
 35 provided pursuant to the Contract, CONTRACTOR may make written application to  
 36 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the  
 37

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

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

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

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

### 27 28 **III. PAYMENTS**

29 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
30 \$421,289 per month. All payments are interim payments only and are subject to Final Settlement in  
31 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be  
32 reimbursed for the actual cost of providing the services hereunder, provided, however, the total of such  
33 payments does not exceed the Total Amount Not To Exceed as specified in the Referenced Contract  
34 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to  
35 COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay  
36 supplemental invoices for any month for which the provisional amount specified above has not been  
37 fully paid.

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

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

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

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

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

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

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

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

30  
31 **IV. REPORTS**

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

34 **B. FISCAL**

35 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
36 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
37 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described

1 in the Services Paragraph of this Exhibit A to the Contract. Such reports will also include actual  
2 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR  
3 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
4 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
5 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

19 D. PROGRAMMATIC

20 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
21 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
22 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
23 being reported unless otherwise specified. Mental Health Programmatic reports will include the  
24 following:

- 25 a. A description of CONTRACTOR's progress in implementing the provisions of this  
26 Contract,
- 27 b. Report of placement and movement of Clients along the continuum of services using  
28 guidelines for monthly report of the number of 5150 participants,
- 29 c. Voluntary and involuntary hospitalizations and special incidences,
- 30 d. Vocational programs, educational programs, including new job placements, Clients in  
31 continuing employment.
- 32 e. Reporting of the numbers of Clients based upon their level of function in the MORs  
33 Level system,
- 34 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition  
35 to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes  
36 in population served and reasons for any such changes.

37 //

1 g. CONTRACTOR statement whether the program is or is not progressing satisfactorily  
2 in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve  
3 satisfactory progress.

4 h. Client demographics and other program statistics including number of clients receiving  
5 services, referrals, admissions and discharges.

6 i. Performance outcome objective statistics related to service provision.

7 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or  
8 emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious  
9 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
10 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse  
11 incident.

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

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

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

## 21 **V. SERVICES**

22 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements  
23 for the provision of Multi-Service Centers for Homeless Adults with Mental Disorders for exclusive use  
24 by COUNTY at the following location, or any other location approved, in advance, in writing, by  
25 ADMINISTRATOR:  
26

27 2416 South Main Street

28 Santa Ana, CA 92707

29 1. Each Multi-Service Center (MSC) facility shall:

30 a. Be sufficient to accommodate and serve up to an average of eighty (80) Clients per day  
31 of operation, Monday through Friday. Capacity of the program may be modified in accordance with  
32 State and COUNTY Guidelines, if required, and approved by ADMINISTRATOR.

33 b. Be clean and maintained in a manner appropriate for the contracted services being  
34 provided.

35 c. Have a dayroom; a kitchen area for food storage and preparation; and adequate space  
36 which can be used for groups, classes, pre-vocational activities, and other services/activities.

1 d. Have separate restrooms for men and women that are accessible to persons with  
2 disabilities.

3 e. Have unisex showers available daily and are accessible to persons with disabilities to  
4 allow Clients to maintain proper hygiene and grooming.

5 f. Have a laundry area to include at least two washers and two dryers available daily for  
6 clothes washing.

7 g. Have ample and accessible parking, including spaces for persons with disabilities.

8 h. Be in a location that is easily accessible by public transportation and accessible to  
9 persons with disabilities;

10 i. Provide daily supervised access to telephone and Internet usage for each Client in the  
11 program, as necessary, in an effort to contact and/or assist homeless adults in reuniting with family  
12 members, job search, research educational activities, and search for permanent housing opportunities;

13 j. Provide a resting area, separate for men and women, who have been awake outdoors  
14 through the night; and

15 k. Provide a secure, locked storage area located in an area other than the main area for  
16 Clients to keep their possessions during the time they are in the facility, or if they need to leave for short  
17 periods of time.

18 l. Have hours of operation from 6:00 a.m. until 6:00 p.m., Monday through Friday;  
19 however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless  
20 adults with mental illness with approval from ADMINISTRATOR.

21 2. CONTRACTOR shall provide an unarmed, uniformed security guard five (5) days per week,  
22 from 6:00 a.m. to 6:00 p.m. at the MSC. The security guard shall be available to assist staff in de-  
23 escalation of any incidents within the program, as well as to ensure that Clients are not congregating in  
24 parking areas at the program, or at neighboring businesses in the immediate vicinity of the MSC. The  
25 security guard shall conduct rounds to neighboring businesses approximately every hour during program  
26 operating hours to ensure any Clients of the MSC are not congregating at those businesses and  
27 encouraging any non-members of the MSC to not loiter at those businesses.

28 3. CONTRACTOR shall periodically conduct fire drills at the MSC facility which shall  
29 include, but not be limited to, testing of all smoke alarms, orderly evacuation of the premises, and  
30 assembly of Clients and staff in a pre-designated location outside the MSC. Fire extinguishers shall be  
31 periodically inspected and kept in proper working order at all times, and designated staff shall be  
32 provided annual training on the proper use of the fire extinguishers.

33 4. CONTRACTOR shall designate a Safety representative to coordinate fire drills, smoke  
34 alarm testing, fire extinguisher training, and any other training required for the safety and well-being of  
35 all Clients and staff within the MSC program.

36 B. INDIVIDUALS TO BE SERVED – Homeless Mentally Ill Adults who are living in Orange  
37 County, over 18 years of age, with a serious mental illness and who may also have a co-occurring



1 substance use disorder. Referrals will come from a number of sources, including but not limited to, the  
2 following:

- 3 1. COUNTY contracted shelter bed providers;
- 4 2. Community outreach workers and MSC program community workers;
- 5 3. Community social service type agencies;
- 6 4. Consumer referrals and
- 7 5. Other programs as identified and authorized by COUNTY.

8 C. PROGRAM SERVICES – MULTI-SERVICE CENTER

9 1. Outreach Services – CONTRACTOR shall provide outreach services to homeless persons in  
10 COUNTY who have a mental illness, and may also have a co-occurring substance abuse disorder and/or  
11 are veterans, who could benefit from linkage to appropriate services.

12 2. Initial Interview – CONTRACTOR shall provide an initial interview within one (1) week of  
13 first contact to determine if an individual is eligible for services and to determine the individual's current  
14 level of functioning and needs.

15 3. Health Assessment – CONTRACTOR shall complete a Health Assessment to screen for the  
16 medical, mental health, and case management needs of the Client, and the eligibility of an individual to  
17 receive services. CONTRACTOR shall examine each Client's strengths, weaknesses, and resource needs  
18 to establish an Individual Service Plan (ISP). The ISP records the Client's level of psychosocial  
19 impairment, substance abuse and physical health problems, support network availability, adequacy of  
20 living arrangements, financial status, and employment status including employment potential and training  
21 needs. Each ISP shall be reviewed and updated quarterly, at a minimum.

22 4. Case Management – CONTRACTOR shall provide services including, but not limited to,  
23 providing assistance and support to Clients in developing their skills to gain access to needed medical,  
24 behavioral health, housing, employment, social, educational, and other services essential to meeting basic  
25 human services, in addition to providing linkages and training for the Client served in the use of basic  
26 community resources, and monitoring of overall service delivery. CONTRACTOR shall perform  
27 techniques related to Motivational Interviewing, and work with Clients within the tenets of the Recovery  
28 Model, in order to elicit information, and engage with their Clients.

29 5. Food Services - On a daily basis, CONTRACTOR shall provide nutritious snacks and  
30 refreshments; throughout the day, up to an average of eighty (80) Clients per day.

31 6. CONTRACTOR shall seek training from a qualified nutritionist, or equivalent, to assist with  
32 the planning and development of nutritionally balanced snacks and refreshments to be served daily at the  
33 program.

34 7. Health Inspections – CONTRACTOR's Food Services provision shall be periodically  
35 subject to health inspections by appropriate County of Orange authorities, and CONTRACTOR shall  
36 maintain these services in accordance with all applicable laws and regulations.  
37

1 8. Food Handling Certification – CONTRACTOR’s staff who are responsible for food  
2 preparation and distribution are required to complete a certified food handling course and maintain such  
3 certification at all times while working in the program.

4 9. Peer/Volunteer Counseling – Volunteers may be trained by professionals to counsel Clients  
5 in a self-help approach to increase Clients’ readiness for treatment. The peer/volunteers' training,  
6 combined with similar life experiences, will enable Peer/Volunteer counselors to help Clients cope with a  
7 range of common concerns.

8 10. Field Case Management Services

9 a. General Population - CONTRACTOR shall provide field case management services to  
10 homeless persons in Orange County who have a mental health disorder, and may also have a co-  
11 occurring substance use disorder, who could benefit from MSC services and/or referral and linkage to  
12 appropriate community medical, behavioral health or other necessary services. CONTRACTOR shall  
13 embed in their services techniques on Evidence Based Practices (EBP) such as Trauma-Informed Care,  
14 Motivational Interviewing, and Critical Time Intervention, which are useful to those working with  
15 individuals experiencing homelessness. CONTRACTOR shall provide ongoing trainings to staff to  
16 increase the effectiveness of the community’s outreach, in-reach, and engagement efforts.

17 b. Veteran Population - CONTRACTOR shall provide field case management services to  
18 homeless persons in Orange County, specifically geared toward veterans of the armed forces, who could  
19 benefit from linkage to appropriate services and to the Veteran’s Administration or the Veteran’s  
20 Hospital Long Beach for medical, psychiatric, benefits acquisition or other needed services.  
21 CONTRACTOR shall make space available in their program for visiting or collaborating agency  
22 community outreach representatives, as necessary, for coordination of services.

23 11. Referrals - CONTRACTOR shall provide assistance to Clients in obtaining and coordinating  
24 social and maintenance services including: daily living activities; transportation services; habilitation and  
25 rehabilitation services; housing services; pre-vocational and vocational services; educational services;  
26 medical services; veteran services; and income support services.

27 12. Support for Short Term Housing – CONTRACTOR shall provide support for COUNTY’s  
28 Short Term Housing (Shelter Bed) Program by:

29 a. Providing space at the MSC facility for COUNTY staff to provide Short Term Housing  
30 Shelter coordination services.

31 b. Keeping COUNTY apprised of issues and/or concerns related to COUNTY contracted  
32 Short Term Housing facilities.

33 13. Transportation – CONTRACTOR shall provide transportation for Clients to and from  
34 emergency Short-Term Housing facilities (Shelter Beds) on an as needed basis, General Relief and  
35 Supplemental Security Income (SSI) offices, non-emergency medical and mental health services, and  
36 other service providers as necessary. CONTRACTOR shall provide assistance with mapping and  
37 accessing public transportation for Clients. Bus passes shall also be made available on an as needed

1 basis, and CONTRACTOR shall offer bus passes and/or provide transportation to Clients at the end of  
2 the program day, to return them to their place of residence, as required. All bus passes shall be  
3 maintained in a secure location, and disbursement of bus passes shall be kept in a formal record keeping  
4 log and made available to ADMINISTRATOR upon request.

5 14. Independent Housing Fund (IHF) Program Services

6 a. CONTRACTOR is responsible for:

- 7 1) Managing funds allocated by COUNTY for IHF;
- 8 2) Preparing checks as requested by ADMINISTRATOR;
- 9 3) Notifying ADMINISTRATOR when checks are ready for disbursement;
- 10 4) Maintaining records of IHF expenditures;
- 11 5) Providing reports on IHF account activity monthly or as requested;
- 12 6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt;

13 and

14 7) Meeting monthly to reconcile CONTRACTOR records with ADMINISTRATOR  
15 records.

16 b. ADMINISTRATOR shall screen applicants, select applicants, and coordinate the IHF  
17 Program.

18 15. Vocational and Pre-Vocational Services

19 a. CONTRACTOR shall offer work adjustment and vocational services for those Clients  
20 able to work, including job referrals for day labor, part-time, full-time, and permanent employment.

21 b. CONTRACTOR shall offer pre-vocational programs designed for lower functioning  
22 Clients, including cleaning duties, sorting clothes, food preparation and serving, bagging food, and  
23 maintaining shower and laundry schedules.

24 c. CONTRACTOR shall develop and utilize a job activity board. The board will be  
25 updated with assigned jobs for Clients on a daily basis.

26 16. Linkage to Behavioral Health Services

27 a. CONTRACTOR shall provide case management services to homeless persons in Orange  
28 County who have mental health and/or substance abuse disorders and require linkage to appropriate  
29 services.

30 b. CONTRACTOR shall refer Clients, as appropriate, and track linkages with COUNTY  
31 Behavioral Health Services, recovery homes, and other substance abuse providers in the community.

32 c. CONTRACTOR shall meet regularly with ADMINISTRATOR to review established  
33 linkage procedures to all available services.

34 17. Housing Services – CONTRACTOR shall provide housing services to assist homeless  
35 mentally ill adults, including those at risk of becoming homeless, in evaluating, locating, and  
36 maintaining, safe permanent housing in the community. CONTRACTOR shall:

37 a. Coordinate housing services with ADMINISTRATOR's Plan Coordinators;

1 b. Develop, maintain, and post a list of housing resources for Clients from information that  
2 is available to the public; and

3 c. Provide support services to maintain independent living for Clients who have secured  
4 housing.

5 18. Benefits Assistance – CONTRACTOR shall assist Clients with benefits assessment,  
6 problem-solving, and/or acquisition (SSI, SSDI, etc.).

7 19. Substance Use Disorder (SUD) Services – Provide a space for SUD Services, which may  
8 include, but not be limited to, a room for private individual, group meetings, and 12-Step or similar group  
9 meetings.

10 20. Medical Services – CONTRACTOR shall provide initial Assessments of general medical  
11 status and maintain the ability to provide basic wound care or refer to another facility as needed.

12 21. Employment and Vocational Training Services – CONTRACTOR shall facilitate pre-  
13 employment and employment activities that may include, but are not limited to: job preparedness groups  
14 and individual evaluation; assistance with locating employment; skills identification; resume writing;  
15 dressing for success; interviewing and follow-up techniques and practice; job search including attendance  
16 at job fairs; job coaching; and other activities focused on attaining and maintaining employment. Some  
17 or all vocational services may be provided onsite by CONTRACTOR or another provider with  
18 appropriate qualifications.

19 22. Educational Services – CONTRACTOR shall provide, or cause to be provided, educational  
20 opportunities appropriate to this population such as stigma elimination, education on common mental  
21 illnesses, recovery principles, health and wellness classes, and assistance to continue formal or technical  
22 education. One (1) to two (2) opportunities shall be made available daily.

23 23. Showers, Clothing, Laundry – CONTRACTOR shall provide showers, changing areas, a  
24 change of clothes, and access to a washer and dryer to homeless Clients who have a need for them.

25 24. Mailing Address – CONTRACTOR shall establish a mailing address for Clients that need an  
26 address in order to receive SSI or other benefits. CONTRACTOR shall develop a system to protect and  
27 distribute the mail that is received at this address.

28 D. WORKLOAD STANDARDS - CONTRACTOR shall provide approximately twenty thousand  
29 eight hundred (20,800) units of service, which shall be achieved by serving a daily average of eighty (80)  
30 persons per day each day at the MSC location, or any other COUNTY approved location, during the term  
31 of the Contract.

32 E. PROGRAM OBJECTIVES - CONTRACTOR shall, at a minimum, track and monitor the  
33 following activities:

34 1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral  
35 Health clinics, Mental Health Services Act (MHSA) FSP programs, VA Mental Health and health related  
36 services and other community based mental health and other resources.

1 2. The total number of both duplicated and unduplicated Clients served by the MSC program,  
2 including but not limited to: Field case management, Housing, Veteran’s, and Pre-Vocational Services.

3 3. The total number of Veteran contacts for the MSC program, Veterans enrolled in the MSC  
4 program, and enrolled Veteran’s linked to Veteran’s Administrative services.

5 4. The total number of community worker field contacts including both duplicated and  
6 unduplicated Clients, for the MSC program.

7 5. The total number of Clients who have obtained employment through the MSC program.

8 6. The total number of Clients who have utilized showers and obtained clothing through the  
9 MSC program.

10 7. The total number of Clients who have utilized mail services at the MSC program.

11 8. The total number of Clients, both duplicated and unduplicated, who have been transported to  
12 shelter beds from the MSC program; the total number of Clients, both duplicated and unduplicated, who  
13 have been transported to behavioral health, medical services, and other community resources; and those  
14 MSC Clients requiring transportation to their place of residence at the end of the program day.

15 9. The total number of bus passes provided to Clients from the MSC program.

16 10. The total number and type of in-service trainings provided to CONTRACTOR’s staff.

17 11. The total number and type of psychosocial groups provided by CONTRACTOR.

18 12. The total number of interns/volunteers utilized to assist in providing services identified in  
19 this Exhibit A to the Contract.

20 13. The type and dollar amount of donations accepted by the MSC program.

21 14. The total number of Clients who used laundry services at the MSC program.

22 15. The total number of Clients who received snacks and refreshments at the MSC program.

23 16. The total number of Clients who received nursing consultations, assessments, basic nursing  
24 care, referrals, and linkage to medical care services for the MSC program.

25 17. The total number of nursing activities related to health prevention outreach, and well-being  
26 groups.

27 F PERFORMANCE OUTCOMES – During the term of the Contract, CONTRACTOR shall  
28 achieve performance outcomes and track performance outcome statistics in monthly programmatic  
29 reports. Performance Outcomes may include, but not be limited to:

30 1. CONTRACTOR shall refer a minimum of two thousand (2,000) Clients from the MSC  
31 program to other supportive service agencies for one time and ongoing assistance. Such services shall  
32 include, but are not limited to: behavioral health services; drug and alcohol services; medical and health  
33 related services; food; identification cards; bus passes; and legal services;

34 2. CONTRACTOR shall provide field case management to, and enroll a minimum of one  
35 hundred twenty (120) veteran Clients and link a minimum of seventy-five (75) veteran Clients to  
36 Veteran’s Affairs (VA) resources, including VA Mental Health services;

37

1           3. CONTRACTOR's MSC program shall link a minimum of one hundred (100) unduplicated  
2 Clients to their initial meeting with COUNTY Behavioral Health clinics, MHSA Full Service Partnership  
3 programs and other community mental health resources;

4           4. CONTRACTOR shall refer up to one hundred fifty (150) Clients to the MSC housing  
5 program and successfully link seventy-five (75) Clients to housing;

6           5. CONTRACTOR's MSC program shall provide pre-vocational services to one hundred fifty  
7 (150) Clients and successfully assist thirty (30) Clients in attaining competitive employment; and

8           6. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly  
9 basis from the start date of this Contract, to determine the effectiveness of services offered by the  
10 program, and make programming recommendations or modifications, as required, which will ensure the  
11 services provided are meeting the needs of Clients, and also to ensure that Performance Outcomes are  
12 achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR  
13 on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall  
14 status and achievement of Performance Outcomes established for this program.

15          G. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved  
16 by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

17          H. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved  
18 by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff  
19 training to address neighbor complaints, and a resolution process.

20          I. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
21 Subparagraph C. of the Compliance Paragraph of the Contract.

22          J. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to  
23 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's  
24 standard of care, P&P's, documentation standards and any state regulatory requirements.

25          K. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room  
26 and board list compiled and maintained based upon Client experience and utilization.

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

32          M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
33 welfare of Clients, including but not limited to, serious physical harm to self or others, serious  
34 destruction of property, and developments, which may raise liability issues with COUNTY, and shall  
35 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality  
36 or accessibility of Client related services provided under the Contract, as set forth in the Notices  
37 Paragraph of the Contract.

1 N. ADMINISTRATOR will assist CONTRACTOR in monitoring CONTRACTOR's program to  
2 ensure compliance with workload standards and productivity.

3 O ADMINISTRATOR will monitor CONTRACTOR's completion of corrective action plans.

4 P. ADMINISTRATOR will monitor CONTRACTOR's compliance with P&P.

5 Q. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines  
6 and standards. CONTRACTOR shall ensure that all chart documentation is completed within the  
7 appropriate timelines.

8 R. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR, including but not  
9 limited to:

10 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance  
11 issues including, but not limited to, whether the program is or is not progressing satisfactorily in  
12 achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory  
13 progress, compliance with P&P, review of statistics and clinical services. The frequency of management  
14 meetings may be adjusted on an as needed basis;

15 2. Staff training for individuals conducted by ADMINISTRATOR; and

16 3. Other staff training as requested by ADMINISTRATOR.

17 S. CONTRACTOR shall develop all requested and required program specific P&P, and provide to  
18 ADMINISTRATOR for review, input, and approval, prior to training staff on said P&P and prior to  
19 accepting any Client admissions to the program.

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

## 22 VI. STAFFING

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

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

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

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

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

PROGRAM	FTE
Program Director	2.00
Assistant Program Director	2.00
Back to Work Specialist	2.00
Case Manager	14.00
Outreach Counselor	4.00
Data Analyst	2.00
Dual Diagnosis Specialist	2.00
Facilities Coordinator	2.00
Facilities Assistant	2.00
Program Assistant	2.00
Regional Clinical Supervisor	1.00
Housing Specialist	2.00
Registered Nurse	2.00
Homeless Veteran Service Lead	2.00
Homeless Veteran Outreach Worker	2.00
Subcontractor	<u>3.00</u>
TOTAL PROGRAM FTEs	46.00
TOTAL CONTRACT FTEs	46.00

35 F. CONTRACTOR may augment the above paid staff with volunteers upon written approval of  
 36 ADMINISTRATOR.



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

5 H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
6 ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Contract.  
7 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and  
8 place it in their personnel files.

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

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

25 J. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
26 conduct research activity on Clients without obtaining prior written authorization from  
27 ADMINISTRATOR.

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

30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

1 EXHIBIT B  
 2 TO THE CONTRACT FOR PROVISION OF  
 3 MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
 8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 9 JULY 1, 2023 THROUGH JUNE 30, 2024

10  
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's

1 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
2 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

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

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

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

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

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

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

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

1 B.2.a above.

2 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

36 E. DATA SECURITY REQUIREMENTS

37 1. Personal Controls

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

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

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

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

## 26 2. Technical Security Controls

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

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

36 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY  
37 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of



1 COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

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

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

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

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

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

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

1 require prior written permission by COUNTY.

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

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

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

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

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

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

### 31 3. Audit Controls

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

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

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

8           4. Business Continuity/Disaster Recovery Control

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

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

21           5. Paper Document Controls

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

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

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

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

37           e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or

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

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

#### 12 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

37 3) Any steps Individuals should take to protect themselves from potential harm

1 resulting from the Breach;

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

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

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

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

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

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

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

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

### 30 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

37 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the

1 | proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
2 | CONTRACTOR, if:

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

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

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

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

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

#### 18 | H. PROHIBITED USES AND DISCLOSURES

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

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

#### 28 | I. OBLIGATIONS OF COUNTY

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

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

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

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

3 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

1 EXHIBIT C  
2 TO THE CONTRACT FOR PROVISION OF  
3 MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
8 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
9 JULY 1, 2023 THROUGH JUNE 30, 2024  
10

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

33 9. "Required by law" means a mandate contained in law that compels an entity to make a  
34 use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited  
35 to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a  
36 governmental or tribal inspector general, or an administrative body authorized to require the  
37



1 production of information, and a civil or an authorized investigative demand. It also includes  
2 Medicare conditions of participation with respect to health care providers participating in the  
3 program, and statutes or regulations that require the production of information, including statutes  
4 or regulations that require such information if payment is sought under a government program  
5 providing public benefits.

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

## 10 B. TERMS OF AGREEMENT

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

### 16 2. Responsibilities of CONTRACTOR

17 CONTRACTOR agrees:

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

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

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

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

35 2) Providing a level and scope of security that is at least comparable to the level  
36 and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security  
37

1 of Federal Automated Information Systems, which sets forth guidelines for automated information  
2 systems in Federal agencies.

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

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

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

21 f. Availability of Information. To make DHCS PI and PII available to the DHCS  
22 and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for  
23 records, injunctions, judgments, and orders for production of DHCS PI and PII. If  
24 CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR  
25 shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who  
26 have access to DHCS PII, including employees, contractors and agents of its subcontractors and  
27 agents.

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

33 h. Breaches and Security Incidents. During the term of the Contract,  
34 CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of  
35 unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of  
36

1 any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph  
2 F, of the Business Associate Contract, Exhibit B to the Contract.

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

7 //  
8 //  
9 //  
10 //  
11 //  
12 //  
13 //  
14 //  
15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //

EXHIBIT D  
 TO THE CONTRACT FOR PROVISION OF  
 MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 JULY 1, 2023 THROUGH JUNE 30, 2024

**POLICY:**

It is the policy of the Multi-service Center to develop and actively maintain strong, positive relations and communications with neighboring businesses, residents, and the local community by minimizing disruption or disturbances to the neighborhood and being available for dialogue as needed.

**SCOPE:**

This policy applies to all employees, members, and visitors of the Mental Health Association of Orange County (MHA) Multi-service Center.

**PROCEDURES:**

1. As needed, the Program Director (or designee) will approach neighboring businesses and residences to introduce the Multi-service Center as a supportive services center for homeless adults with a mental illness.

a. The neighbors will be given a business card with the cell phone number of the Program Director and instructions to call during business hours Monday through Friday from 6AM to 6PM if they have any questions or concerns regarding the center.

b. Neighbors may be invited to take a guided tour of the Center.

c. The Program Director (or designee) will provide on-going periodic contacts with neighbors to maintain good relationships and open communication.

2. The Program Director will assign staff as well as encourage members to maintain cleanliness of the exterior space around the Center, particularly the designated smoking area, and to monitor the demeanor of any congregating members around the property.

a. Staff may supervise the members of the Building and Maintenance Work Unit in cleaning the exterior of the building, especially the smoking area.

b. The Center will provide ash containers for the designated smoking area, and it will be checked and cleaned regularly to prevent build-up of ashes or other debris.

1 c. Assigned staff will regularly check on the designated smoking area or other areas of  
2 member congregation to promote appropriate noise level and behavior in the exterior locale.

3 3. Members are expected to conduct themselves in a manner that is not disruptive or  
4 disturbing to the neighborhood.

5 a. Members will be informed of this expectation during their orientation to Wellness Center  
6 membership.

7 b. The expectation of appropriate behavior will be reinforced at Community Meetings as  
8 needed.

9 c. Individual members who are disruptive will be reminded of the expectation that they do not  
10 disturb others; if behavior persists or is a repeated problem the member will be temporarily exited from  
11 the Multi- service Center for a specific period of time, depending on the nature and severity of the  
12 behavior.

13 4. See Appendix A for the Good Neighbor Doctrine

14 **APPENDIX A**

15  
16  
17 **Good Neighbor Guidelines:**

- 18 I  
19 1. The Program Director of the Homeless Multi-Service Center and Homeless Outreach  
20 Team is available via cell phone to assist the community in dealing with homeless  
21 individuals Monday through Friday from 9:30 a.m. until 6:00 p.m. We work in conjunction  
22 with existing park and school security provided through Santa Ana Police Department and  
23 in collaboration with the County of Orange HCA County Outreach and Engagement Team.
- 24 2. Clients attending the Multi-Service Center program located at 2416 S. Main Street in Santa  
25 Ana are required to behave appropriately within the building as well as to and from the  
26 building. Individual and community meetings occur daily to reinforce this expectation in  
27 order to receive services. Clients who do not fully comply are "exited" from the program  
28 for a period of time and until they are willing to behave appropriately to and from the  
29 facility.
- 30 3. MHA has extended its hours of operation during the cold weather months (November 25  
31 through March 30) to allow clients who sleep at the cold weather shelter to board buses to  
32 the shelter. In addition, as many clients as possible who need additional services and/or  
33 overnight shelter are transported by staff using one or more of the three multi-Services  
34 Center program vans to transport at the end of the program day.
- 35 4. MHA has added eight (8) security cameras mounted on the roof to monitor client behavior  
36 prior to entering or leaving the facility to ensure appropriate behavior in the community.  
37 Increased parking lot lighting was added in 2019.

- 1 5. MHA has a "zero tolerance" policy for illegal behavior and has established a strong,  
2 proactive working relationship with Santa Ana Police Department.
- 3 6. MHA has established strict guidelines for clients and even minor violations are deemed  
4 sufficient for removal from the program. (See attached social agreement).
- 5 7. The MHA Board President and Chief Executive Officer, along with other pertinent  
6 managers, have made themselves available to dialogue with local businesses and the  
7 community as needed.
- 8 8. At the request of the Delhi Community Association and the local business owners in 2004,  
9 no trespassing signage and ordinance were implemented through the Santa Ana Police  
10 Department after hours.
- 11 9. Aggressive graffiti removal program and regular exterior touch up painting is ongoing.
- 12 10. Nursing staff and students at the Center provide basic assessment and wound care as well  
13 as coordinate with the public nursing office to obtain and provide free Flu shots and  
14 Hepatitis shots which serves as a health and safety benefit to these individuals as well as to  
15 the local community.
- 16 11. Following discussions with the Santa Ana Memorial Park Neighborhood Association and  
17 the local business owners and at their request, security guards were added. In 2019, at the  
18 request of local businesses, the County of Orange HCA and the Board of Supervisors,  
19 programming and security guards were expanded to (12) twelve hours per day, (5) five  
20 days per week to monitor the MHA parking lot and neighboring business parking lots  
21 providing 30 minute rounds to the neighboring businesses and parking lots.
- 22 12. A Good Neighbor Advisory Committee was established and maintained to enhance  
23 community relations and bring information of any strengths and concerns from the  
24 neighborhood or city about operation or program of MHA. The operations, management,  
25 and program of MHA are governed by Orange County Mental Health Department and the  
26 Orange County Board of Supervisors; input by the Committee is considered advisory.

**Multi-Service Center  
Social Agreements**

**Safety**

- 31 ○ **I will** alert staff to handle a situation with other members and **agree** to follow staff direction
- 32 ○ **I understand** bringing any weapons, drugs, or paraphernalia into the center is not allowed
- 33 ○ Use of drugs or alcohol is not permitted on center property, including unopened containers of  
34 alcohol and will result in an exit.
- 35 ○ **I will** be respectful of those who share my community (members, visitors, staff), which includes:
- 36 ○ I will **NOT** be engaging in verbally or physically aggressive behavior.
- 37 ○ I will **NOT** bully members and/or staff verbally, physically, or electronically.
- I will **NOT** engage in any sort of harassment including sexual harassment.

- 1 ○ **I agree** any offensive, aggressive, or violent behaviors will not be tolerated (i.e., Yelling-verbal  
2 threats, inappropriate gestures, racial remarks, physical harm, or sexual harassment) and will  
3 result in an exit.

#### 4 Eating/Clean-up

- 5 ○ I am welcomed to bring in food and eat it in the MSC; it is my responsibility to clean-up after  
6 myself. **Once I have finished eating, I must put your mask back on.**  
7 ○ Snacks are provided; it is your responsibility to dispose of your trash after eating.  
8 ○ I agree to **NOT** take snack outside of the MSC to give to other people  
9 ○ I will **NOT** take food/drinks inside the shower or bathrooms, at any time.

#### 10 Expected Behavior

- 11 ○ **I agree** to wipe off my hands, wear a face covering and sign in before getting a chair, putting my  
12 stuff away and utilize any other services (1 chair per person)  
13 ○ **I will** follow social distancing practices and avoid physical contact (i.e., kissing, cuddling) or  
14 inappropriate fraternization (i.e., unwanted advances, flirting) with members or staff (i.e.,  
15 employees, volunteers, interns), and remain 6 feet from everyone.  
16 ○ **I agree** to not panhandle here or at any local stores  
17 ○ **I agree** to no selling or exchanging of any items with peers or staff  
18 ○ **I understand** stealing or going through other members' belongings is not allowed and  
19 will result in an exit.  
20 ○ **I agree** to wear appropriate clothing, including shoes (i.e., no short shorts, no open shorts  
21 or low-cut shirts, or exposed rear)  
22 ○ **I agree** not to eat over the food table, use utensils provided and to clean up after yourself  
23 ○ **I agree** for confidentiality reasons, guests are not allowed to stay on property. They must  
24 pick/drop off and then leave the premise immediately  
25 ○ **I agree** for confidentiality reasons, I will not use any cameras (including video, including the  
26 ones on the cell phones) at MHA Multi Service Center  
27 ○ **I agree** I may not have access to certain resources (i.e., razors, socks, clothing, bus passes) if I  
28 receive income, and I must ask my counselor for exceptions.  
29 ○ **I agree** to use earbuds or headphones when listening to an audio device, so that it can't be heard  
30 by other members or staff

#### 31 Belongings

- 32 ○ **I agree** to take my belongings when I leave the center and take responsibility for all the personal  
33 property I bring. All property must be taken with you anytime you leave the center (including but  
34 not limited to bicycles, baskets, bags, and luggage). Items are discarded daily. MHA is not  
35 responsible for members' property.  
36 ○ **I agree** to place all belongings that do not fit under my chair in the storage room. The Storage  
37 room will be open when the center opens at 6:30am. You can request to access the storage room  
at any time by asking the front desk. The storage room will be opened at 4pm and left unattended  
so members can obtain their items in preparation for closure at 4:30pm.  
○ **I understand** that the items I bring into the MSC may be searched.  
○ **I will not** sort my bags in the storage room.  
○ **I will not** bring shopping carts on property (includes parking lot and neighbors' property) at any  
time.

1  
2 **Service Animal Policy**

- 3 ○ I agree that my animal must be harnessed, leashed, or tethered, and that I will maintain control of my animal either by voice command, signaling, or other such controls.
- 4 ○ I understand that I may be asked to remove my service animal if the animal is causing a disruption to the program (animal's behavior poses a direct threat to the health or safety of others).
- 5 ○ I understand I may be asked what service my animal provides.
- 6 ○ I understand that my animal is not allowed on tabletops, countertops, or furniture.
- 7 ○ I understand that I am responsible for providing care or food for my animal.
- 8

9  
10 **Designated Areas**

- 11 ○ **I agree** to only smoke/vape in the **designated area only** (bench in parking lot); **igniting ANYTHING, is not permitted** at MHA, or neighbors' property. Violation of this will result in an exit.
- 12 ○ **I agree** to not sleep/sit on the floor, sleep/put my feet up on benches and not to sleep in my cars when I am on MHA property.
- 13 ○ **I agree** not to sit in any cars and/or hang out by cars during and after center operating hours. (a chain is put up at the end of the day until opening the next day).
- 14 ○ **I agree** not to obstruct doorways, halls, or walkways and emergency exits
- 15 ○ **I agree** not to bird bathing, shave my hair, or body, nor dye my hair in restroom at any time.
- 16 ○ **I agree** not to occupy the restroom stalls for other purposes than what it is intended for (using the toilet or changing your clothes)
- 17 ○ Open flames such as lighting a match or using a lighter is not permitted in the restroom or within the center and will result in an exit.
- 18 ○ **I agree** not to sit in the group area (other side of the wall) without prior authorization
- 19 ○ **I agree** to respect others space, maintain social distancing, and not reach over the front desk, loiter around the front desk, staff offices, or kitchen window.
- 20
- 21
- 22
- 23

24 **Good Neighbor Policy**

25 It is the policy of the Multi-service Center to maintain strong, positive relations, and communications with neighboring businesses, residents, and the local community by minimizing disruption or disturbances to the neighborhood. As such, membership at the MSC requires you: (1) not to loiter in the area at ANY TIME. (2) not to litter in the area, (3) not to use drugs or alcohol in the area and (4) not to engage in any bad acts, such as criminal behavior.

- 26 ○ I agree to follow the "Good neighbor policy" and not loiter or hangout at surrounding businesses (i.e., CVS, Builders' Surplus parking lot, Pipe Supply, etc.) I understand I will be exited if I am warned and refuse to leave.
- 27 ○ I agree not to be on MHA property outside of opening hours / business hours. This includes utilizing the thrift store.
- 28 ○ **I agree** to behave appropriately within the building as well as when I go to and from the building. Announcements occur daily to reinforce this expectation to receive services. You will be exited from the program if you do not fully comply.
- 29 ○ **I understand** that there are eight (8) security cameras mounted on the roof to monitor the facility
- 30 ○ **I understand** that MHA has a "zero tolerance" policy for illegal behavior.
- 31
- 32
- 33
- 34
- 35
- 36
- 37



1 **By signing the Social Agreements, I agree to abide by the rules of the Multi-service Center. In**  
 2 **addition, I acknowledge and understand that there are other agreements/rules that may not be**  
 3 **included in this form but have been enforced because the situation at the time was deemed**  
 4 **inappropriate. If I am suspected of breaking one or more of the Multi-service Center rules, I will**  
 5 **be exited for a length of time determined by the Exit Guidelines.**

6  
 7 **Name (please print clearly):** \_\_\_\_\_

8 **Signature:** \_\_\_\_\_

9 **Date:** \_\_\_\_\_

10 //  
 11 //  
 12 //  
 13 //  
 14 //  
 15 //  
 16 //  
 17 //  
 18 //  
 19 //  
 20 //  
 21 //  
 22 //  
 23 //  
 24 //  
 25 //  
 26 //  
 27 //  
 28 //  
 29 //  
 30 //  
 31 //  
 32 //  
 33 //  
 34 //  
 35 //  
 36 //  
 37 //

## Contract Summary Form

### MULTI-SERVICE CENTERS FOR HOMELESS ADULTS WITH MENTAL DISORDERS

#### SUMMARY OF SIGNIFICANT CHANGES

This Contract is a result of a solicitation for provision of Multi-Service Centers for Homeless Adults with Mental Disorders

#### Subcontractors

**This Contract does include a subcontract with Southwest Patrol Inc. for Security Services in the amount of \$180,024 annually.**

#### Contract Operating Expenses

	TOTAL
ADMINISTRATIVE COSTS	
Indirect Costs	\$ 520,335
SUBTOTAL ADMIN COSTS	\$ 520,335
PROGRAM COSTS	
Salaries	\$ 2,300,376
Benefits	\$ 414,068
Services & Supplies	\$ 1,441,676
Subcontractor Costs	\$ 180,024
Start-Up Costs	\$ 199,000
SUBTOTAL PROGRAM COSTS	\$4,535,144
 TOTAL GROSS COSTS	 \$5,055,479
REVENUE	
PATH	\$ 564,842
SAMHSA	\$ 249,240

COUNTY DISCRETIONARY	\$1,045,771
MHSA	\$3,195,626
TOTAL REVENUE	\$5,055,479
AMOUNT NOT TO EXCEED	\$5,055,479