

~~CONTRACT FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC.~~

~~JULY 1, 2021 THROUGH JUNE 30, 2024~~

~~THIS CONTRACT entered into this 1st day of July 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC., a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

~~WITNESSETH:~~

~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Children's In-Home Crisis Stabilization services described herein to the residents of Orange County; and~~

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

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

**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21011284
FOR
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011284 for Children's In-Home Crisis Stabilization Services is made and entered into on September 10, 2022 ("Effective Date") between The Priority Center, Ending the Generational Cycle of Trauma, Inc. ("Contractor"), with a place of business at 1940 E. Deere Avenue, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-210111284 for Children’s In-Home Crisis Stabilization Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$5,940,003, renewable for two additional one-year terms (“Contract”); and

WHEREAS, on September 10, 2022, the Parties now desire to enter into this Amendment No. 1 to increase the not to exceed amount by \$1,579,998 for an amount not to exceed \$5,000,000 for Period Two and Period Three, and a revised cumulative amount not to exceed \$7,520,001, and to modify the Contract and Exhibit A, for County to continue receiving and Contractor to continue providing the services set forth in the Contract making referenced contract provisions, budget line items, and payment changes.

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2021 through June 30, 2024

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

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Amount Not to Exceed:

~~Period One Amount Not to Exceed : \$1,980,001~~

~~Period Two Amount Not to Exceed: \$1,980,001~~

~~Period Three Amount Not to Exceed : \$1,980,001~~

~~TOTAL AMOUNT NOT TO EXCEED : \$5,940,003~~

Amount Not to Exceed:

Period One Amount Not to Exceed : \$1,980,001

Period Two Amount Not to Exceed: \$2,770,000

Period Three Amount Not to Exceed : \$2,770,000

TOTAL AMOUNT NOT TO EXCEED : \$7,520,001

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 804697696

CONTRACTOR Tax ID Number: 33-0013237

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: The Priority Center Ending the Generational Cycle of Trauma, Inc.
1940 E. Deere Avenue.
Santa Ana, CA 92705

1 Lisa Fujimoto, Executive Director

2 E-mail: Lfujimoto@theprioritycenter.org

3
4 **I. ACRONYMS**

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

7	A. ARRA	American Recovery and Reinvestment Act
8	B. BHS	Behavioral Health Services
9	C. CAP	Corrective Action Plan
10	D. CCC	California Civil Code
11	E. CCR	California Code of Regulations
12	F. CEO	County Executive Office
13	G. CFR	Code of Federal Regulations
14	H. CHPP	COUNTY HIPAA Policies and Procedures
15	I. COI	Certificate of Insurance
16	J. DHCS	Department of Health Care Services
17	K. DOJ	Department of Justice
18	L. DRS	Designated Record Set
19	M. EOC	Equal Opportunity Clause
20	N. ePHI	Electronic Protected Health Information
21	O. EPSDT	Early Periodic Screening, Diagnosis, and Treatment
22	P. FSP	Full Service Partnership
23	Q. FSW	Full Service Wraparound
24	R. FTE	Full Time Equivalent
25	S. GAAP	Generally Accepted Accounting Principles
26	T. HCA	Health Care Agency
27	U. HHS	Health and Human Services
28	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
29		Law 104-191
30	W. HITECH Act	Health Information Technology for Economic Clinical Health Act, Public
31		Law 111-005
32	X. HSC	California Health and Safety Code
33	Y. ISO	Insurance Services Office
34	Z. LCSW	Licensed Clinical Social Worker
35	AA. MFT	Marriage and Family Therapist
36	AB. MH	Mental Health
37	AC. MHP	Mental Health Plan

1	AD. MHSA	Mental Health Services Act
2	AE. NPI	National Provider Identifier
3	AF. NPP	Notice of Privacy Practices
4	AG. OIG	Office of Inspector General
5	AH. OMB	Office of Management and Budget
6	AI. OPM	Federal Office of Personnel Management
7	AJ. PC	State of California Penal Code
8	AK. PCC	Professional Clinical Counselors
9	AL. P&P	Policy and Procedure
10	AM. PHI	Protected Health Information
11	AN. PII	Personally Identifiable Information
12	AO. PRA	California Public Record Act
13	AP. QIC	Quality Improvement Committee
14	AQ. SED	Seriously Emotionally Disturbed
15	AR. SIR	Self-Insured Retention
16	AS. SOW	Scope of Work
17	AT. SMI	Seriously Mentally Ill
18	AU. TAY	Transitional Age Youth
19	AV. TBS	Therapeutic Behavioral Services
20	AW. UOS	Units of Service
21	AX. USC	United States Code
22	AY. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. AMOUNT NOT TO EXCEED

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

B. ADMINISTRATOR may amend the Total Amount Not To Exceed by an amount not to exceed

1 ten percent (10%) of Period One funding for this Contract.
2

3 **IV. ASSIGNMENT OF DEBTS**

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

11 **V. COMPLIANCE**

12
13 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
14 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
15 programs.

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

19 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
20 compliance program, code of conduct and any compliance related policies and procedures.
21 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
22 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
23 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
24 this Contract. These elements include:

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

32 3. If CONTRACTOR does not provide proof of its own compliance program to
33 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
34 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
35 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will
36 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
37 CONTRACTOR shall have as many Covered Individuals as it determines necessary complete

1 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

33 2. An Ineligible Person shall be any individual or entity who:
34 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
35 federal and state health care programs; or
36 b. has been convicted of a criminal offense related to the provision of health care items or
37 services and has not been reinstated in the federal and state health care programs after a period of

1 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

37 //

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

3 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
4 participate in the quality improvement activities developed in the implementation of the Quality
5 Management Program.

6 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
7 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
8 Competency Plan and submit the updates to the State for review and approval annually.
9 (CCR, Title 9, §1810.410.subds.(c)-(d)).

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

16 **VI. CONFIDENTIALITY**

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

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

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

29 3. In the event of a collaborative service agreement between Mental Health services providers,
30 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
31 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

1 consultants, subcontractors, volunteers and interns.

3 **VII. CONFLICT OF INTEREST**

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

12 **VIII. COST REPORT**

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

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

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

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

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

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

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

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

25 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
26 services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the
27 aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference
28 to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with
29 the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made by
30 CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated
31 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
32 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

33 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
34 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the
35 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
36 difference, provided such payment does not exceed the Total Amount Not to Exceed of COUNTY.

37 F. All Cost Reports shall contain the following attestation, which may be typed directly on or

1 attached to the Cost Report:

2
3 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
4 supporting documentation prepared by _____ for the cost report period
5 beginning _____ and ending _____ and that, to the best of my
6 knowledge and belief, costs reimbursed through this Contract are reasonable and
7 allowable and directly or indirectly related to the services provided and that this Cost
8 Report is a true, correct, and complete statement from the books and records of
9 (provider name) in accordance with applicable instructions, except as noted. I also
10 hereby certify that I have the authority to execute the accompanying Cost Report.

11
12 Signed _____
13 Name _____
14 Title _____
15 Date _____"

16
17 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

18 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

36 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
37 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions

1 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
2 accordance with 2 CFR Part 376.

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

6 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

35 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
36 CONTRACTOR shall provide written notification within thirty (30) calendar days to
37 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any

1 governing body of CONTRACTOR at one time.

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

6 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
7 subcontract upon five (5) calendar day's written notice to CONTRACTOR if the subcontract
8 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
9 has required.

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 agreements usually and customarily
15 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
16 services provided by consultants.

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

26 **XI. DISPUTE RESOLUTION**

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

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

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

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 agrees to proceed diligently with the performance of services secured via this Contract,
 6 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
 7 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 fails to 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 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

20
 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 **XIII. EQUIPMENT**

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

1 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
2 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
3 according to GAAP.

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

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

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

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

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

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

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

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

33 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
34 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
35 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
36 minimum number and type of staff which meet applicable federal and state requirements, and which are
37

1 necessary for the provision of the services hereunder.

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

7 8 **XV. INDEMNIFICATION AND INSURANCE**

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

19 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
20 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
21 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
22 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
23 on deposit with COUNTY during the entire term of this Contract.

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

33 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
34 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
35 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
36 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
37 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any

1 other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

11 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XV
12 (INDEMNIFICATION AND INSURANCE) for the full term of this Contract, such failure shall
13 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
14 this Contract.

15 F. QUALIFIED INSURER

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

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

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

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

1		
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3		
4	Technology Errors & Omissions	\$1,000,000 per claims -made
5		\$1,000,000 aggregate
6		
7	Professional Liability Insurance	\$1,000,000 per claims made
8		\$1,000,000 aggregate
9		
10	Sexual Misconduct Liability	\$1,000,000 per occurrence
11		
12	Employee Dishonesty	\$1,000,000 per occurrence
13	(Client Coverage)	(Limit commensurate with
14		exposure)]
15		

16 H. REQUIRED COVERAGE FORMS

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

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

21 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

12 M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
13 Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to maintain
14 coverage for two (2) years following the completion of the Contract.

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

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

21 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
22 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
23 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
24 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
25 Contract by COUNTY.

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

29 **R. SUBMISSION OF INSURANCE DOCUMENTS**

30 1. The COI and endorsements shall be provided to COUNTY as follows:
31 a. Prior to the start date of this Contract.
32 b. No later than the expiration date for each policy.
33 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
34 changes to any of the insurance types as set forth in Subparagraph G, above.

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

37 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

1 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
2 sole discretion to impose one or both of the following:

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

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

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

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

16 **XVI. INSPECTIONS AND AUDITS**

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

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

31 C. AUDIT RESPONSE

32 1. Following an audit report, in the event of non-compliance with applicable laws and
33 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
34 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
35 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
36 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
37

- 1 11. CFR, Title 42, Public Health.
- 2 12. CFR, Title 45, Public Welfare.
- 3 13. USC Title 42. Public Health and Welfare.
- 4 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 5 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 6 16. 42 USC §1857, et seq., Clean Air Act.
- 7 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 8 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 9 19. Policies and procedures set forth in Mental Health Services Act.
- 10 20. Policies and procedures set forth in DHCS Letters.
- 11 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 12 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 13 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 14 23. 42 CFR, Section 438, Managed Care Regulations

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

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

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

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

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

36 **XIX. MINIMUM WAGE LAWS**

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

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

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

15 **XX. NONDISCRIMINATION**

16 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

1 Service, or other expedited delivery service.

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

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

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

12 **XXII. NOTIFICATION OF DEATH**

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

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

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

23 2. WRITTEN NOTIFICATION

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

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

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

35 //

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

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

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

8 9 **XXIV. PATIENT'S RIGHTS**

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

14 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
15 internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

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

19 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
20 statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
21 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
22 which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights
23 Office.

24 C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to
25 CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX
26 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
27 grievance, and attempt to resolve the matter

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

30 31 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

37 1. The medical records and billing records about individuals maintained by or for a covered

1 health care provider;

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

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

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

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

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

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

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

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

21 **XXVI. RESEARCH AND PUBLICATION**

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

25 **XXVII. REVENUE**

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

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

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

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

10 **XXVIII. SEVERABILITY**

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

17 **XXIX. SPECIAL PROVISIONS**

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

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

1 codes and obtaining all necessary building permits for any associated construction.

2 10. Supplanting current funding for existing services.

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

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

6 2. Making phone calls outside of the local area unless documented to be directly for the
7 purpose of Client care.

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

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

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

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

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

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

18 **XXX. STATUS OF CONTRACTOR**

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

31 **XXXI. TERM**

32
33 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
34 this Contract. This Contract shall terminate as specified in the Referenced Contract Provisions of this
35 Contract unless otherwise sooner terminated as provided in this Contract; provided, however,
36 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
37 including but not limited to, obligations with respect to confidentiality, indemnification, audits,

1 reporting and accounting.

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

4 **XXXII. TERMINATION**

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

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

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

27 **C. CONTINGENT FUNDING**

- 28 1. Any obligation of COUNTY under this Contract is contingent upon the following:
29 a. The continued availability of federal, state and county funds for reimbursement of
30 COUNTY's expenditures, and
31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
32 approved by the Board of Supervisors.
- 33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
34 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
35 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
36 CONTRACTOR shall not be obligated to accept the renegotiated terms.
37

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

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

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

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

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

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

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

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

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

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

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

31 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
 32 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
 33 exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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36 **XXXIII. THIRD PARTY BENEFICIARY**

37 Neither Party hereto intends that this Contract shall create rights hereunder in third parties

1 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
2 Contract.

3
4 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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

3
4
5 **THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC.**

6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

27
28
29 BY: _____ DATED: _____

30 DEPUTY

31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
 CONTRACT FOR PROVISION OF
 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC.
 JULY 1, 2021 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

A. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to Clients into IRIS.

B. Client means any individual, referred or enrolled, for services under the Contract who is living with mental, emotional, or behavioral disorders.

C. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided to or on the behalf of a Client for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral therapy, family therapy, case management, and psychiatric evaluation.

D. Data Collection Reporting system means the collection of State mandated data used for the tracking and reporting of outcome data for Clients enrolled in FSP/W programs.

1. 3 M's means the Quarterly Assessment Form being completed for each Client every three (3) months in the approved Data Collection System. It tracks changes in education, sources of financial support, legal issues/designations, health status, substance abuse, and any other fields set forth by the State and/or COUNTY. Must be completed not more than fourteen (14) calendar days prior to or thirty (30) calendar days after the due date.

2. Data Certification means reviewing outcome data mandated by the State and COUNTY for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

3. Key Event Tracking (KET) means the tracking of a Client's service movement and changes in the approved Data Collection System. A KET must be completed following the DCR business rules and entered accurately each time CONTRACTOR is reporting a change from previous Client status in certain categories. The categories include: administrative status, residential status (including incarcerations and hospitalizations), employment, education, benefits acquisition, legal status, emergency interventions and any other fields set forth by the State or COUNTY.

4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as defined by the State and/or COUNTY) that must be completed in full and entered into the DCR system

1 within thirty (30) calendar days of the Client's enrollment date. All DCR business rules regarding
2 transferring and re-enrolling clients must be followed and verified prior to entering a PAF in the system.

3 E. Diagnosis means identifying the nature of a Client's disorder. When formulating the Diagnosis
4 of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the
5 Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric
6 Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

7 F. Direct Service Hour (DSH) means the time, measured in hours and portions of hours, that a
8 clinician spends providing services to Clients or others on behalf of Clients. DSH credit, both billable
9 and non-billable minutes, is obtained by providing mental health, case management, medication support,
10 and crisis intervention services to Clients open in IRIS.

11 G. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of California's
12 implementation of the Federal child health component of Medicaid program which provides physical,
13 mental, and developmental health services for children and young adults.

14 H. Education Coordinator means an individual who is responsible for providing assistance and
15 support with educational and vocational services as well as developing resources for those Clients that
16 wish to further their education or training.

17 I. Employment Coordinator means an individual who provides pre-employment training, job
18 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job
19 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to
20 Clients; and coaching Clients on how to maintain employment. This individual will develop
21 employment resources that match the needs of the program's Clients. In addition, the Employment
22 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and
23 Clients.

24 J. Engagement means the process where a trusting relationship between CONTRACTOR's staff
25 and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to
26 link the Client to appropriate services within the community. Engagement of the Client is the objective
27 of a successful Outreach.

28 K. Face-to-Face Contact means, as it pertains to a FSP/W, a direct encounter between
29 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,
30 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct
31 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

32 L. Family Team means a group formed to meet the needs of a FSP/W eligible Client through
33 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family
34 members, and other support individual(s) the family agrees to include on the team.

35 M. Full Service Partnership/Wraparound (FSP/W) means a program model described in
36 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how
37 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients

1 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the
 2 individual rather than the disease. It is culturally competent in-home, intensive, mental health care
 3 coordination services that will address family needs across all life domains of the Client.

4 N. Group Home means a facility for housing youth and is licensed by Community Care Licensing
 5 under the provisions of CCR, Title 22, Division 6, et seq.

6 O. Head of Service means an individual ultimately responsible for overseeing the program and is
 7 required to be licensed as a mental health professional.

8 P. Housing Coordinator means an individual who provides assistance to Clients/families to have
 9 the most stable housing appropriate to their functioning levels and life circumstances. This may range
 10 from emergency motel placement to avoid homelessness, transitional housing that will provide stability
 11 and skills that would lead to more permanent housing. This individual may also assist in moving to
 12 greater independence by creating flex fund usage plans where the Client/family pays a greater
 13 percentage of housing cost per month so that housing costs become independent sustainable.

14 Q. Individual Services and Support Funds (Flexible Funds) means funds used to provide Clients
 15 and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental
 16 illness and improve their overall quality of life. Flexible Funds are generally categorized as housing,
 17 transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and
 18 appropriate to support Clients' mental health treatment activities.

19 R. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system
 20 that collects Clients' information such as registration, scheduled appointments, laboratory information
 21 system, invoice and reporting capabilities, compliance with regulatory requirements, electronic medical
 22 records, and other relevant applications.

23 S. Pathways to Wellbeing (PWB) Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class
 24 action lawsuit filed in Federal District Court concerning the availability of intensive mental health
 25 services to children in California who are either in foster care or at imminent risk of coming into care,
 26 created this Subclass.

27 T. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
 28 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
 29 services to Clients. The license must be current and in force and has not been suspended or revoked.
 30 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

31 U. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
 32 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 33 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 34 Clients. The license must be current and in force and has not been suspended or revoked. Also, it is
 35 preferred that the individual has at least one (1) year of experience treating children and TAY.

36 V. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the
 37 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of

1 Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients.
2 The license must be current and in force and has not been suspended or revoked. Also, it is preferred
3 that the individual has at least one (1) year of experience treating children and TAY.

4 W. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions
5 of Chapter 10 of the California Business and Professions Code, who can provide clinical services to
6 Clients. The license must be current and in force and has not been suspended or revoked. Also, it is
7 preferred that the individual has at least one (1) year of experience treating children and TAY.

8 X. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of
9 the California Business and Professions Code, who can provide clinical services to Clients. The license
10 must be current and in force and has not been suspended or revoked. Also, it is preferred that the
11 individual has at least one (1) year of experience treating children and TAY.

12 Y. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
13 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
14 Clients. The license must be current and in force and has not been suspended or revoked. Also, it is
15 preferred that the individual has at least one (1) year of experience treating children and TAY.

16 Z. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
17 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
18 employees who have direct contact with Clients.

19 AA. Medi-Cal means the State of California's implementation of the federal Medicaid health care
20 program which pays for a variety of medical services for children and adults who meet eligibility
21 criteria.

22 AB. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
23 COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

24 AC. Mental Health Services means an individual or a group therapy and intervention being provided
25 to Clients that is designed to reduce mental disability and restores or improves daily functioning.
26 Mental Health Services must be consistent with goals of learning and development, as well as
27 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
28 component of adult residential services, crisis residential treatment services, Crisis Intervention, crisis
29 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
30 limited to: Assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services
31 may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and
32 services may be provided anywhere in the community.

33 1. Assessment means a service activity, which may include a clinical analysis of the history
34 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The
35 Assessment also needs to include history of services being provided, diagnosis, and any testing
36 procedures that were used.

37 //

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

4 3. Intensive Care Coordination (ICC) means a medically necessary service provided to Medi-
5 Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and coordination of
6 services across child services systems and providers, including intensive services for children/youth who
7 meet the PWB Subclass criteria.

8 4. Intensive Home-Based Services (IHBS) means a medically necessary service provided to
9 Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental
10 health treatment interventions designed to ameliorate mental health conditions that interfere with a
11 client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the
12 Child and Family Team. IHBS is also provided to the PWB Subclass population.

13 5. Medication Support Services means services provided by licensed physicians, registered
14 nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and
15 monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental
16 illness. These services also include evaluation and documentation of the clinical justification and
17 effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,
18 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent
19 from Clients prior to providing medication education and plan development related to the delivery of
20 these services and/or Assessment to Clients.

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

25 7. Substance Use treatment means a program that uses a stage-wise treatment model and is
26 non-confrontational, follows behavioral principles, considers interactions between mental illness and
27 substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse
28 research has strongly indicated that a Client with a disorder needs treatment for both problems to
29 recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate
30 assistance for each condition by helping Clients recover from mental illness and substance abuse in one
31 setting and at the same time.

32 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
33 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment
34 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be
35 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in
36 the medical record must support Medical Necessity for these intensive services. Cases in which Clients
37 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more

1 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR
2 has to approve individuals that are delivering these intervention services to ensure they are qualified to
3 deliver these services.

4 9. Targeted Case Management (TCM) means services that assist a Client to access needed
5 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
6 These service activities may include, but are not limited to: communicating and coordinating services
7 through referral; monitoring service delivery to ensure Clients' access to service and the service delivery
8 system; and tracking of Clients' progress and plan development. Treatment Foster Care (TFC) also
9 known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and
10 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an
11 integral part of the child's treatment team.

12 10. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
13 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,
14 which may include family Therapy with Client being present.

15 AD. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
16 comprehensive approach to providing community-based mental health services and supports for
17 California residents. It is also known as "Proposition 63."

18 AE. Mentoring Services means a service that provides support to Clients by building a structured
19 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is
20 a peer or older individual who provides one-to-one contact and support in the following areas to assist
21 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
22 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the
23 Client(s)/parent(s)/guardian(s) to other services within COUNTY.

24 AF. National Provider Identifier (NPI) means the standard unique health identifier that was adopted
25 by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
26 healthcare providers, individuals, and organizations must obtain a NPI for use to identify themselves in
27 HIPAA standard transactions. The NPI is assigned for life.

28 AG. Notice of Adverse Benefit Determination-BD (NOABD) means to notify Medi-Cal
29 Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by
30 State standards.

31 AH. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
32 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as
33 set forth in HIPAA.

34 AI. Outcomes Analyst means an individual who ensures that an FSP program maintains a focus on
35 program outcomes and quality assurance of the data being reported. This individual will be responsible
36 for reviewing outcome data and other collected information for accuracy and correcting any errors prior
37 to entering into the data capture system and again prior to exporting the files to COUNTY and State.

1 The Outcomes Analyst will analyze data and develop strategies for gathering new data from the Client's
2 perspective to improve FSP/W's understanding of Client's needs and desires towards furthering their
3 recovery. This individual will also provide feedback to the program and work collaboratively with the
4 employment specialist, education specialist, benefits specialist, and other staff in the program to
5 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and
6 tracking outcomes and other information. In addition, this position will be responsible for attending all
7 data and outcome related meetings and ensuring that the FSP/W is being proactive in all data collection
8 requirements and changes at the local and state levels.

9 AJ. Outreach means linking potential Clients to appropriate Mental Health Services within the
10 community. Outreach activities will include educating the community about the services offered and
11 requirements for participation in the various mental health programs within the community. Such
12 activities may result in CONTRACTOR developing Referral sources for Clients from programs being
13 offered within the community.

14 AK. Personal Services Coordinator (PSC) means an individual with a Bachelor's Degree in Human
15 Services or related field. It is preferred that the individual has at least two (2) years of related
16 experience with Mental Health Services, or three (3) years experience as a Client in a similar program
17 who has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an
18 entire range of needs for the Client and/or Client's family to promote success, safety, and permanence in
19 the home, school, workforce, and community and lead Clients to self-sufficiency.

20 AL. Plan of Care (POC) means a written plan, including by reference any juvenile court order(s),
21 developed and signed by the Family Team that includes the following elements:

- 22 1. A statement of an overall goal or vision for the Client and Client's family.
- 23 2. The strengths of the Client and Client's family.
- 24 3. The needs, as defined by specific life areas, that must be met to achieve the goal(s) of the
25 Client and Client's family.
- 26 4. Prevention and intervention safety plans.
- 27 5. The type, frequency, and duration of intervention strategies.
- 28 6. Financial responsibility for the components of the POC.
- 29 7. Desired outcomes.

30 AM. Program Director means an individual who is responsible for all aspects of administration and
31 clinical operations of the mental health program, including development and adherence to the annual
32 budget. This individual will also be responsible for the following: hiring, development and performance
33 management of professional and support staff, and ensuring mental health treatment services are
34 provided in concert with COUNTY and State rules and regulations.

35 AN. Protected Health Information (PHI) means individually identifiable health information usually
36 transmitted through electronic media. PHI can be maintained in any medium as defined in the
37 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is

1 created or received by a covered entity and is related to the past, present, or future physical or mental
2 health or condition of an individual, provision of health care to an individual, or the past, present, or
3 future payment for health care provided to an individual.

4 AO. Psychiatrist means an individual who meets the minimum professional and licensure
5 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
6 experience treating children and TAY.

7 AP. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one
8 percent (1%) of all “high-risk” Medi-Cal Clients in order to monitor and evaluate the quality and
9 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
10 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
11 the cases.

12 AQ. Referral means effectively linking Clients to other services within the community and
13 documenting follow-up provided within five (5) business days to assure that Clients have made contact
14 with the referred service(s).

15 AR. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of
16 the California Business and Professions Code, who can provide clinical services to Clients. The license
17 must be current and in force and has not been suspended or revoked. Also, it is preferred that the
18 individual has at least one (1) year of experience treating children and TAY.

19 AS. Seriously Emotionally Disturbed (SED) means children or adolescents minors under the age of
20 eighteen (18) years who have a mental disorder as identified in the most recent edition of the Diagnostic
21 and Statistical Manual of Mental Disorders, other than a primary substance use disorder or
22 developmental disorder, which results in behavior inappropriate to the child’s age according to expected
23 developmental norms. W&I 5600.3.

24 AT. Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe in degree
25 and persistent in duration, which may cause behavioral functioning which interferes substantially with
26 the primary activities of daily living, and which may result in an inability to maintain stable adjustment
27 and independent functioning without treatment, support, and rehabilitation for a long or indefinite period
28 of time. W&I 5600.3.

29 AU. Short-Term Residential Therapeutic Program (STRTP) means a residential facility operated by
30 a public agency or private organization and licensed by the California Department of Social Services
31 pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and
32 supervision, services and supports, treatment, and short-term twenty-four (24) hour care and supervision
33 to children with the aim of moving the youth to a less restrictive environment within six (6) months. The
34 care and supervision provided by a short-term residential therapeutic program shall be nonmedical,
35 except as otherwise permitted by law. Private short-term residential therapeutic programs shall be
36 organized and operated on a nonprofit basis.

37 //

1 AV. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
 2 program and is/are accumulating supervised work experience hours as part of field work, internship, or
 3 practicum requirements. Acceptable programs include all programs that assist students in meeting the
 4 educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed
 5 PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years of full-
 6 time experience in a mental health setting, either post-degree or as part of the program leading to the
 7 graduate degree, are not considered as students.

8 AW. Token means the security device which allows an end-user to access ADMINISTRATOR's
 9 computer-based IRIS.

10 AX. UMDAP means the method used for determining the annual client liability for mental health
 11 services received from COUNTY mental health system and is set by the State of California.

12 AY. WOC means the wraparound program administered by COUNTY SSA and is available to
 13 children and transitional age youth who are returning from or being considered for placement in Group
 14 Homes.

16 II. BUDGET

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

21	ADMINISTRATIVE	TOTAL
22	—Salaries	\$—8,736
23	—Services and Supplies	1,310
24	—Indirect	<u>—172,000</u>
25	—Professional Services	\$6,800
26	SUBTOTAL ADMINISTRATIVE COST	\$—188,846
27	PROGRAM	
28	—Salaries	\$1,326,656
29	—Benefits	195,800
30	Services and Supplies	<u>—268,699</u>
31	SUBTOTAL PROGRAM COST	\$1,791,155
32		
33	TOTAL GROSS COST	\$1,980,001
34		
35	REVENUE	
36	Federal Medi-Cal	\$—683,100
37	MHSA	<u>—1,296,901</u>

1 the Contract, unless authorized, in writing, by ADMINISTRATOR.

2 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
3 provided pursuant to the Contract, CONTRACTOR may make written application to
4 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
5 fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR
6 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
7 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and
8 the quantity of services to be provided by CONTRACTOR.

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

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

25 F. 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 amounts of~~
30 ~~\$165,000 per month, as specified in the Referenced Contract Provisions of the Contract. All payments~~
31 ~~are interim payments only, and subject to Final Settlement in accordance with the Cost Report~~
32 ~~Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of~~
33 ~~providing the services hereunder; provided, however, the total of such payments does not exceed~~
34 ~~COUNTY's Total Amount Not to Exceed as specified in the Referenced Contract Provisions of the~~
35 ~~Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state,~~
36 ~~and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any~~
37 ~~month for which the provisional amount specified above has not been fully paid.~~

1
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amounts of
3 \$165,000 per month for Period One, and for Period Two and Period Three at the provisional rate of
4 \$230,833.33 as specified in the Referenced Contract Provisions of the Contract. All payments are
5 interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of
6 the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services
7 hereunder; provided, however, the total of such payments does not exceed COUNTY's Total Amount
8 Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further,
9 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.
10 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
11 provisional amount specified above has not been fully paid.

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

16 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
17 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
18 reduce payments to CONTRACTOR by an amount not to exceed the difference between the
19 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
20 incurred by CONTRACTOR.

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

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

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

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

36 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
37 and/or termination of the Contract, except as may otherwise be provided under the Contract, or

1 specifically agreed upon in a subsequent Contract.

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

4 5 **IV. REPORTS**

6 **A. FISCAL**

7 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
8 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
9 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
10 in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations
11 to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR
12 and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject
13 to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20)
14 calendar days following the end of the month being reported.

15 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
16 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
17 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
18 Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue
19 to date and anticipated monthly costs and revenue to the end of the fiscal year and shall include a
20 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
21 in conjunction with the Monthly Expenditure and Revenue Reports.

22 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
23 ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form
24 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later
25 than twenty (20) calendar days following the end of the month being reported.

26 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
27 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
28 include but not be limited to, descriptions of any performance objectives, outcomes, and or interim
29 findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss
30 the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
31 CONTRACTOR is progressing satisfactorily and, if not, specify what steps are being taken to achieve
32 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth
33 (20th) calendar day following the end of the month being reported.

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

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

4 V. SERVICES

5 A. FACILITIES

6 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate
7 facility for the provision of Children's In-Home Crisis Stabilization Services which meets the minimum
8 requirements for Medi-Cal eligibility at the following location or any other location(s) approved by
9 ADMINISTRATOR:

10 1940 E. Deere Avenue, Suite 100
11 Santa Ana, California 92705

12
13 2. CONTRACTOR shall provide Clients and/or their family members twenty-four (24) hours
14 a day, seven (7) days a week, and three hundred and sixty-five (365) days a year access to their assigned
15 Family Stabilization Team or a designee acceptable to ADMINISTRATOR.

16 a. CONTRACTOR's administrative staff holiday schedule shall be consistent with
17 COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by
18 ADMINISTRATOR.

19 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four
20 (24) hours a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned
21 case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with
22 each Client and/or Client's family a plan for Crisis Intervention services which includes whom to
23 contact for emergency services.

24 3. Upon ADMINISTRATOR's certification of the provider's existing site, CONTRACTOR
25 shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

26 B. IN-HOME CRISIS STABILIZATION SERVICES - Treatment is focused on helping the family
27 develop coping skills to avoid future crises. Services consist of an array of behavioral health supports
28 including but not limited to the following:

- 29 1. Assessment
- 30 2. Case Management
- 31 3. Crisis Assessment
- 32 4. Crisis Evaluation
- 33 5. Crisis Stabilization
- 34 6. Linkage to benefits
- 35 7. Individual Therapy
- 36 8. Family Support

37 C. CONTRACTOR shall deliver in-home crisis stabilization services to severely emotionally ill

1 children and their families identified by ADMINISTRATOR as eligible for these services.

2 1. CONTRACTOR shall assess potential Clients meeting the following criteria unless written
3 exception is granted by ADMINISTRATOR:

4 a. Orange County residents.

5 b. displaying behaviors or a history indicative of being seriously emotionally ill as defined
6 by the California Welfare and Institutions Code 5000.3.

7 c. between the ages of zero (0) through eighteen (18) and their families.

8 d. at risk of hospitalization and/or out of home placement.

9 e. unserved or underserved because of linguistic or cultural isolation.

10 2. CONTRACTOR shall engage the Client and the Client's family in person and in the home
11 whenever possible. Services will be crisis focused and be provided in a short-term model with a target
12 of an intensive three-week intervention which may be extended for clinical reasons with the concurrence
13 of ADMINISTRATOR.

14 3. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-
15 phase model. The initial phase shall include assessments of the severely emotionally ill child and
16 family, with the goal of identifying short-term or immediate needs as well as de-escalating the crisis and
17 the child and family. The In-Home Crisis Stabilization Program shall form a team consisting of a
18 mental health worker and a mental health professional that shall develop a service plan with input from
19 the Client and the Client's family. During phase two, the team shall be responsible for ensuring the
20 family is developing appropriate coping skills and developing the family's support systems, while
21 promoting open communication among family members. The goal of phase three shall be to prepare the
22 Client and the Client's family for progression toward long-term resolution and treatment.

23 4. CONTRACTOR shall coordinate Referrals with other existing wraparound and Mental
24 Health Services to ensure that all Clients and/or their families are given access to the most appropriate
25 type and level of services. Other services may include WOC, MHSA FSP/W programs for children
26 and/or adults, and other COUNTY Mental Health Services.

27 5. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space
28 and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

29 6. CONTRACTOR shall provide contact within two (2) hours of Client's referral for services.

30 7. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
31 reflected on the Client's chart within twenty-four (24) hours after the completion of services.

32 8. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless
33 otherwise approved in writing by COUNTY.

34 9. CONTRACTOR shall maximize collection of Medi-Cal and other third-party payers
35 whenever appropriate and follow all state and COUNTY procedures for doing so.

36 11. CONTRACTOR shall provide the appropriate and timely written Notice of Adverse Benefit
37 Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are

1 denied, reduced, or terminated as specified by State standards.

2 12. Outcomes will be tracked using the Youth Outcomes Questionnaire (YOQ) or other similar
3 measure which is sensitive to short-term changes and has demonstrated reliability, validity, and clinical
4 utility with a child and adolescent population.

5 13. CONTRACTOR shall conduct Supervisory Review in accordance with procedures
6 developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
7 with all federal, state and local guidelines and standards.

8 D. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
9 Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

10 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
11 a unique password. Tokens and passwords will not be shared with anyone.

12 2. CONTRACTOR shall maintain an inventory of the physical Tokens, by serial number and
13 the staff member to whom each is assigned.

14 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
15 Token for each staff member assigned a Token.

16 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
17 conditions:

- 18 a. Token of each staff member who no longer supports the Contract;
- 19 b. Token of each staff member who no longer requires access to IRIS;
- 20 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 21 d. Token that is malfunctioning;
- 22 e. Termination of the Contract.

23 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require
24 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

25 6. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through
26 acts of negligence.

27 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
28 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
29 available, and if applicable.

30 E. CONTRACTOR shall obtain a NPI.

31 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
32 for use to identify themselves in HIPAA standard transactions.

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

37 F. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first

1 service provided under the Contract to individuals who are covered by Medi-Cal and have not
2 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
3 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
4 Contract.

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

10 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
11 conduct research activity on COUNTY Clients without obtaining prior written authorization from
12 ADMINISTRATOR.

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

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

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

34 K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
35 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
36 with, COUNTY as identified by ADMINISTRATOR.

37 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

Services Paragraph of this Exhibit A in the Contract.

VI. STAFFING

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

ADMINISTRATION PROGRAM	<u>FTE</u>
— Contract and Compliance Systems Officer	0.12
SUBTOTAL ADMINISTRATION	0.12
DIRECT PROGRAM	
— Program Director	1.00
— Chief Program Officer	0.24
— Clinical Director	1.00
— Associate Supervisor	1.00
— Billing Manager	1.00
— Biller	0.50
— Evaluation and Data Analyst	0.17
— Electronic Health Records Specialist	0.17
— Quality Assurance Coordinator	1.00
— Intake Coordinator	1.00
— On Call	0.03
— Intake Clinician	1.00
— Pre-Licensed Clinician	10.00
— Licensed Clinician	2.00
— Lead Case Manager	1.00
— Case Manager/Parent Partner	7.00
— Parent Partner	1.00
SUBTOTAL DIRECT PROGRAM	<u>25.11</u>
TOTAL FTEs	25.23

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

	<u>ADMINISTRATION PROGRAM</u>	<u>FTE</u>
	<u>Contract and Compliance Systems Officer</u>	<u>0.12</u>
	<u>SUBTOTAL ADMINISTRATION</u>	<u>0.12</u>
	<u>DIRECT PROGRAM</u>	<u>FTE</u>
	<u>Program Director</u>	<u>1.00</u>
	<u>Chief Program Officer</u>	<u>0.24</u>
	<u>Clinical Director</u>	<u>1.00</u>
	<u>Associate Supervisor</u>	<u>1.00</u>
	<u>Biller</u>	<u>0.50</u>
	<u>Billing Manager</u>	<u>1.00</u>
	<u>Electronic Health Records Support Specialist</u>	<u>0.17</u>
	<u>Evaluation and Data Analyst</u>	<u>0.17</u>
	<u>On Call</u>	<u>0.03</u>
	<u>Quality Assurance Coordinator</u>	<u>1.00</u>
	<u>SUBTOTAL DIRECT PROGRAM</u>	<u>6.11</u>
	<u>DIRECT DSH PROGRAM</u>	<u>FTE</u>
	<u>Pre-Licensed Clinician</u>	<u>10.00</u>
	<u>Licensed Clinician</u>	<u>2.00</u>
	<u>Lead Case Manager</u>	<u>1.00</u>
	<u>Case Manager</u>	<u>6.00</u>
	<u>Parent Partner</u>	<u>1.00</u>
	<u>Intake Clinician</u>	<u>1.00</u>
	<u>Intake Coordinator</u>	<u>1.00</u>
	<u>SUBTOTAL DSH PROGRAM</u>	<u>22.00</u>
	<u>TOTAL FTEs</u>	<u>28.23</u>

B. CONTRACTOR shall have as Head of Service a licensed mental health professional in one of the following staff categories/disciplines: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT or RN.

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

D. CONTRACTOR shall maintain personnel files for each staff person, including management and

1 other administrative positions, both direct and indirect to the Contract, which shall include, but not be
2 limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan
3 results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate
4 and evaluations justifying pay increases.

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

11 F. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or
12 family members of persons in recovery. These individuals shall not be currently receiving services
13 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:
14 records attesting to efforts made in recruitment and hiring practices and identification of measures taken
15 to enhance accessibility for potential staff in these categories.

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

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

23 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
24 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
25 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation
26 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics
27 identified by COUNTY. Formal training sessions may also be used to cover these topics but cannot
28 substitute for weekly supervision hours.

29 J. CONTRACTOR shall maintain a current signature list including each supervisor and provider
30 of direct services who signs chart documentation. The list shall include the printed/type staff name and
31 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
32 registered clinical staff, the name must match the name on the license or registration.

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

37 L. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid

1 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program
 2 effectiveness. Supervision methods should include debriefings and consultation as needed, individual
 3 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor
 4 who has extensive knowledge regarding mental health issues.

5
 6 ~~M. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time~~
 7 ~~the standards referenced below are minimum standards and CONTRACTOR shall make every effort to~~
 8 ~~exceed these minimums.~~

9 ~~1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.~~

10 ~~2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per~~
 11 ~~billable FTE, twelve hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels~~
 12 ~~which shall include mental health, case management, crisis intervention, and other support services and~~
 13 ~~is inclusive of both billable and non-billable services.~~

14 ~~3. CONTRACTOR shall, during the Contract, provide a minimum of eighteen thousand two~~
 15 ~~hundred forty (18,240) DSH (nine thousand one hundred twenty (9,120) billable and nine thousand one~~
 16 ~~hundred twenty (9,120) non-billable).~~

17 ~~4. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:~~

18 ~~a. Lead Mental Health Worker shall provide one hundred (100) DSH per month or one~~
 19 ~~thousand two hundred (1,200) DSH per year.~~

20 ~~b. Licensed and Pre-Licensed Mental Health Professional shall provide one hundred (100)~~
 21 ~~DSH per month or one thousand two hundred (1,200) DSH per year.~~

22 ~~c. Mental Health Worker shall provide one hundred (100) DSH per month or one~~
 23 ~~thousand two hundred (1,200) DSH per year.~~

24 ~~d. Parent Partner shall provide one hundred (100) DSH per month or one thousand two~~
 25 ~~hundred (1,200) DSH per year.~~

26 ~~e. Intake Coordinator shall provide twenty (20) DSH per month or two hundred forty~~
 27 ~~(240) DSH per year.~~

28
 29 M. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time
 30 the standards referenced below are minimum standards and CONTRACTOR shall make every effort to
 31 exceed these minimums.

32 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.

33 2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per
 34 billable FTE, twelve hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels
 35 which shall include mental health, case management, crisis intervention, and other support services and
 36 is inclusive of both billable and non-billable services.

37 3. CONTRACTOR shall, during the Contract, provide a minimum of twenty four

1 thousand six hundred (24,600) DSH (twelve thousand three hundred (12,300) billable and twelve
 2 thousand three hundred (12,300) non-billable).

3 4. CONTRACTOR shall, at a minimum, provide the following DSH per month per
 4 FTE:

5 a. Pre-Licensed Clinician shall provide one hundred (100) DSH per month or one
 6 thousand two hundred (1,200) DSH per year.

7 b. Licensed Clinician shall provide one hundred (100) DSH per month or one thousand
 8 two hundred (1,200) DSH per year.

9 c. Lead Case Manager shall provide one hundred (100) DSH per month or one thousand
 10 two hundred (1,200) DSH per year.

11 d. Case Manager Worker shall provide one hundred (100) DSH per month or one
 12 thousand two hundred (1,200) DSH per year.

13 e. Parent Partner shall provide one hundred (100) DSH per month or one thousand two
 14 hundred (1,200) DSH per year.

15 f. Intake Clinician shall provide twenty (50) DSH per month or six hundred (600) DSH
 16 per year.

17 g. Intake Coordinator shall provide twenty (20) DSH per month or two hundred forty
 18 (240) DSH per year.

19
 20 5. CONTRACTOR shall maintain an ongoing minimum caseload of ninety-four (94)
 21 Clients/Client families throughout the term of the Contract, unless otherwise approved by
 22 ADMINISTRATOR.

23 6. CONTRACTOR shall provide a minimum of four thousand two hundred (4,200) Face-to-
 24 Face Contacts with Clients/Client families per year for FSP/W services.

25 7. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of 400
 26 hundred (400) Clients during the Contract. Services should include the following: crisis intervention,
 27 individual and family therapy, and case management hours to eligible Clients, as specified in the
 28 Services Paragraph of this Exhibit A to the Contract, unless otherwise approved by
 29 ADMINISTRATOR.

30 N. STUDENT INTERNS

31 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
 32 approval of ADMINISTRATOR.

33 a. CONTRACTOR shall meet minimum requirements for supervision of each Student
 34 Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

35 b. Student Intern services shall not comprise more than twenty percent (20%) of total
 36 services provided.

37 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each

1 Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours
2 of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide
3 supervision to volunteers as specified in the respective job descriptions or work contracts.

4 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Staffing Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
 CONTRACT FOR PROVISION OF
 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC.
 JULY 1, 2021 THROUGH JUNE 30, 2024

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
16 his or her designee.

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
33 160.103.

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

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

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

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

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

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

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

18 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
19 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
11 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
12 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
15 HIPAA Security Rule pertaining to the security of electronic PHI.

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

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

23 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

33 2. CONTRACTOR shall provide the notification of the Breach immediately to the County
34 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
35 notification within 24 hours of the oral notification.

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

5 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 G. OBLIGATIONS OF COUNTY

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

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

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

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

6 H. BUSINESS ASSOCIATE TERMINATION

7 1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the
8 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

26 3. The obligations of this Business Associate Contract shall survive the termination of the
27 Contract.

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1 EXHIBIT C
2 CONTRACT FOR PROVISION OF
3 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA INC.
8 JULY 1, 2021 THROUGH JUNE 30, 2024
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

5 B. TERMS OF CONTRACT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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