

~~AGREEMENT FOR PROVISION OF~~
AMENDMENT NO. 1
TO CONTRACT NO. MA-042-20010910
FOR

SUICIDE PREVENTION AND SUPPORT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 DIDI HIRSCH PSYCHIATRIC SERVICE
 DBA DIDI HIRSCH MENTAL HEALTH SERVICES
 JULY 1, 2020 THROUGH JUNE 30, 2023

~~THIS AGREEMENT~~ This Amendment No. 1 to Contract No. MA-042-20010910 for Suicide
Prevention and Support Services is made and entered into this ~~1st day of July 2020, is by and on~~
~~November 17, 2021~~ ("Effective Date") between Didi Hirsch Psychiatric Service ("Contractor"), with a
place of business at 4760 s. Sepulveda Blvd, Culver City, CA 90230, and the ~~COUNTY OF ORANGE~~
~~County of Orange~~, a political subdivision of the State of California (~~COUNTY~~), ~~and DIDI HIRSCH~~
~~PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH SERVICES, a California~~
~~nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR~~ ("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 ~~herein~~ individually as "Party" or collectively as
 "Parties." ~~This Agreement shall be administered by the Director of the COUNTY's Health Care Agency~~
~~or an authorized designee ("ADMINISTRATOR")."~~

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Suicide Prevention and Support 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:

WHEREAS, the Parties executed Contract No. MA-042-20010910 ("Contract") for Suicide
Prevention and Support Services, effective July 1, 2020 through June 30, 2023, in an amount not to
exceed \$3,555,000, renewable for two additional one-year periods; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Period

1 Two and Period Three Maximum Obligation to cover the costs for expanding services to a larger
2 population and to amend Exhibit A of the Contract to reflect this expansion in services and increase in
3 costs.

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

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2020 through June 30, 2023

Period One: July 1, 2020 through June 30, 2021

Period Two: July 1, 2021 through June 30, 2022

Period Three: July 1, 2022 through June 30, 2023

Maximum Obligation:

Period One Maximum Obligation:	\$1,150,000	
Period Two Maximum Obligation:	\$1,185,000	<u>2,185,000</u>
Period Three Maximum Obligation:	\$1,220,000	<u>3,220,000</u>
TOTAL MAXIMUM OBLIGATION:	\$3,555,000	<u>6,555,000</u>

1. The Period Two Maximum Obligation is increased by \$1,000,000 from \$1,185,000 to \$2,185,000, and the Period Three Maximum Obligation is increased by \$2,000,000 from \$1,220,000 to \$3,220,000, for a revised cumulative Contract total amount not to exceed \$6,555,000.

Basis for Reimbursement: Actual Cost**Payment Method:** ~~Monthly in Arrears~~ Monthly Actual Cost**CONTRACTOR DUNS Number:** 08-376-9752**CONTRACTOR TAX ID Number:** 95-1816023**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Didi Hirsch Psychiatric Service
 dba Didi Hirsch Mental Health Services
 4760 S. Sepulveda Blvd.

Culver City, CA 90230
Howard Goldman, Chief Financial Officer
hgoldman@didihirsch.org

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I. ACRONYMS

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

A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B. AIDS	Acquired Immune Deficiency Syndrome
C. ARRA	American Recovery and Reinvestment Act of 2009
D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E. ASI	Addiction Severity Index
F. ASRS	Alcohol and Drug Programs Reporting System
G. BHS	Behavioral Health Services
H. CalOMS	California Outcomes Measurement System
I. CalWORKs	California Work Opportunity and Responsibility for Kids
J. CAP	Corrective Action Plan
K. CCC	California Civil Code
L. CCR	California Code of Regulations
M. CESI	Client Evaluation of Self at Intake
N. CEST	Client Evaluation of Self and Treatment
O. CFDA	Catalog of Federal Domestic Assistance
P. CFR	Code of Federal Regulations
Q. CHPP	COUNTY HIPAA Policies and Procedures
R. CHS	Correctional Health Services
S. COI	Certificate of Insurance
T. CPA	Certified Public Accountant
U. CSW	Clinical Social Worker
V. DHCS	California Department of Health Care Services
W. D/MC	Drug/Medi-Cal
X. DPFS	Drug Program Fiscal Systems
Y. DRS	Designated Record Set
Z. EEOC	Equal Employment Opportunity Commission
AA. EHR	Electronic Health Records
AB. EOC	Equal Opportunity Clause
AC. ePHI	Electronic Protected Health Information
AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AE. FFS	Fee For Service
AF. FSP	Full Service Partnership
AG. FTE	Full Time Equivalent
AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

8

9 **II. ALTERATION OF TERMS**

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

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

17

18 **III. ASSIGNMENT OF DEBTS**

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

26

27 **IV. COMPLIANCE**

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 35 compliance program, code of conduct and any compliance related policies and procedures.
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:

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

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

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

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

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health

1 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
 2 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
 3 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

11 2. An Ineligible Person shall be any individual or entity who:
 12 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 13 federal and state health care programs; or
 14 b. has been convicted of a criminal offense related to the provision of health care items or
 15 services and has not been reinstated in the federal and state health care programs after a period of
 16 exclusion, suspension, debarment, or ineligibility.

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 19 Agreement.

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
19 participate in the quality improvement activities developed in the implementation of the Quality
20 Management Program.

21 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
22 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
23 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
24 §1810.410.subds.(c)-(d).

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

31
32 **V. CONFIDENTIALITY**

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

36 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
37 Agreement are Clients of the Orange County Mental Health services system, and therefore it may be

1 necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information
 2 regarding specific Clients with COUNTY or other providers of related services contracting with
 3 COUNTY.

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

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

11 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 12 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 13 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 14 confidentiality of any and all information and records which may be obtained in the course of providing
 15 such services. This Agreement shall specify that it is effective irrespective of all subsequent
 16 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
 17 authorized agent, employees, consultants, subcontractors, volunteers and interns.

18 **VI. CONFLICT OF INTEREST**

19 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
 20 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
 21 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
 22 goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be
 23 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
 24 providing or offering gifts, entertainment, payments, loans or other considerations which could be
 25 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
 26 their duties.
 27

28 **VII. COST REPORT**

29 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period
 30 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period
 31 for which they are prepared or termination of this Agreement.
 32

33 B. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state
 34 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
 35 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 36 and funding sources in accordance with such requirements and consistent with prudent business
 37 practice, which costs and allocations shall be supported by source documentation maintained by

1 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

21 D. The individual and/or consolidated Cost Report prepared for each period shall be the final
22 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
23 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
24 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
25 Cost Report shall be the final financial record for subsequent audits, if any.

26 E. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
27 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
28 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
29 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
30 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
31 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
32 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
33 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
34 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

35 F. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
36 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
37 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such

reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

34 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
 35 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
 36 subsequently fails to meet the requirements of this Agreement or any provisions that

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ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

IX. DISPUTE RESOLUTIONS

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

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

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

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via

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

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

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

14 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

25 **XI. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

36 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 37 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation

for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIII. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

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

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Professional Liability Insurance \$1,000,000 per claims -made
\$1,000,000 aggregate

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 U. SUBMISSION OF INSURANCE DOCUMENTS

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

- 30 a. Prior to the start date of this Agreement.
- 31 b. No later than the expiration date for each policy.
- 32 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 33 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

XIV. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement

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appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

XV. LICENSES AND LAWS

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.

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

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XVII. MAXIMUM OBLIGATION

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

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

XVIII. MINIMUM WAGE LAWS

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

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

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

XIX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 2. Provide auditor or other authorized individuals access to documents via a computer
4 terminal.

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

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

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

14 15 **XXIV. RESEARCH AND PUBLICATION**

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

19 20 **XXV. SEVERABILITY**

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

26 27 **XXVI. SPECIAL PROVISIONS**

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

30 1. Making cash payments to intended recipients of services through this Agreement.
31 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
32 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
33 use of appropriated funds to influence certain federal contracting and financial transactions).

34 3. Fundraising.
35 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
37 Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

XXVII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the

course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXVIII. TERM

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

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

XXIX. TERMINATION

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

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

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

1 C. CONTINGENT FUNDING

2 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

3 a. The continued availability of federal, state and county funds for reimbursement of
4 COUNTY's expenditures, and

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

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

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

15 E. In the event this Agreement is terminated CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

37 //

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

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

XXX. THIRD PARTY BENEFICIARY

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

XXXI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3
 4 DIDI HIRSCH PSYCHIATRIC SERVICE, DBA
 5 DIDI HIRSCH MENTAL HEALTH SERVICES
 6

7
 8 BY: _____ DATED: _____
 9

10
 11 TITLE: _____
 12
 13
 14

15
 16 COUNTY OF ORANGE
 17

18
 19 BY: _____ DATED: _____
 20 HEALTH CARE AGENCY
 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 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
 35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
 36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
 37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
 signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
SUICIDE PREVENTION AND SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DIDI HIRSCH PSYCHIATRIC SERVICE
DBA DIDI HIRSCH MENTAL HEALTH SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2023

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 Agreement.

A. Admission means completion of the entry and/or Intake process for program Participants.

B. ASIST means a two (2)-day intensive, interactive and practice-dominated course designed to help first responders and caregivers (e.g. professionals, paraprofessionals and lay people) recognize risk and learn how to intervene to prevent the immediate risk of suicide.

C. Assessment means a professional review and Evaluation of an individual's behavioral health needs and conditions in order to determine the most appropriate course of services, if indicated, and may ascertain eligibility for specific programs.

D. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a behavioral health condition.

E. Behavioral Health Condition means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

F. Closed Support Group means a group, eight (8) weeks in length, that only members could attend and no new members could be added to for the purpose of trust building, consistency in communication, and mutual support.

G. Drop in Support Group means a group that is open on a monthly basis to Participants who either graduated from closed Support Groups, and still could benefit from attending a Support Group or who just need support on an as needed basis.

H. Early Intervention means the act of intervening, interfering or interceding early with the intent of measurably improving a behavioral health problem or concern very early in its manifestation or to prevent a Behavioral Health Condition from getting worse.

I. Engagement means the process by which a trusting relationship between a worker and Participant is established with the goal to link the Participant to appropriate services.

J. Enrollment means the data entry of a Participant's program information into CONTRACTOR's database for purposes of recording and tracking a Participant's involvement in the program.

1 K. Evaluation means the systematic investigation of the value and impact of an intervention or
2 program.

3 L. Evidence-based Practice means the range of prevention and intervention services of
4 well-documented effectiveness. An Evidence-based Practice has quantitative and qualitative data
5 showing positive outcomes and has been subject to expert/peer review that has determined that a
6 particular approach or strategy has a significant level of evidence of effectiveness.

7 M. Family Member means any traditional and/or non-traditional support system, significant other,
8 or natural support designated by the Participant.

9 N. Group Intervention means the delivery of services to more than one individual or family.

10 O. Health Education means practice of educating and teaching individuals and groups of people
11 about behaviors conducive to the promotion, maintenance, and restoration of good physical and
12 behavioral health.

13 P. Information Dissemination means the distribution of a collection of facts or data.

14 Q. Intake means the initial meeting between a Participant and a worker to evaluate a Participant's
15 issue of concern and determine how a program could best meet his or her needs.

16 R. Lethality Assessment Scale means an instrument or tool developed based on SRAS typically
17 used by crisis counselors to determine the level of risks a caller poses and then render appropriate care
18 accordingly. The scale has a rating from zero (0) to five (5). The higher the score means the higher the
19 level of risk.

20 S. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
21 Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

22 T. Linkage means when an individual is connected to programs or services through warm hand-off
23 or follow-up to ensure the connection is made.

24 U. Live Scan means the technique and the technology used by law enforcement agencies and
25 private facilities to capture fingerprints and palm prints electronically, without the need for the more
26 traditional method of ink and paper.

27 V. Media Events means culturally relevant activities conducted by CONTRACTOR which are
28 coordinated with and publicized by the media, including radio and TV appearances.

29 W. MHSA means the law that provides funding for expanded community mental health services,
30 also known as "Proposition 63."

31 X. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
32 made by or on behalf of the health plan or health care provider as set forth in the HIPAA.

33 Y. Outreach means the face-to-face contact with potential Participants to link them to appropriate
34 behavioral health services and may include activities that involve educating the community about the
35 services offered and requirements for participation in the programs.

36 Z. Participant means an individual who engages in activities aimed at preventing and/or
37 eliminating the development of a behavioral health condition.

1 AA. Participant Advocacy means the provision of education and Referral services to assist
2 Participants in getting appropriate care and services.

3 AB. PEI means those programs directed towards individuals and families for education to prevent
4 any onset of a behavioral health concern. Early Intervention programs are of short-duration (usually less
5 than one year), relatively low-intensity intervention approach to measurably improve a Behavioral
6 Health Condition or concern very early in its manifestation. The expected results are to avoid the need
7 for more expensive behavioral health treatment or services, or to prevent a Behavioral Health Condition
8 from getting worse.

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

14 AD. PII means any information that could be readily used to identify a specific person, including but
15 not limited to: name, address, telephone number, email address, driver's license number, Social
16 Security number, bank account information, credit card information, or any combination of data that
17 could be used to identify a specific person, such as a birth date, zip code, mother's maiden name and
18 gender.

19 AE. Presentation/Speaking Engagement means structured, culturally-appropriate behavioral Health
20 Education and prevention activities directed to Participants.

21 AF. Program Protocol means the written program description, goals, objectives, and policies
22 established by CONTRACTOR for the provision of services in the Agreement.

23 AG. Referral means when an individual receives information or contacts for services or programs, or
24 an unsuccessful Linkage attempt.

25 AH. Resilience means the personal qualities of optimism and hope and the personal traits of good
26 problem solving skills that lead individuals to live, work and learn with a sense of mastery and
27 competence.

28 AI. SafeTALK means an approximately three (3)-hour long Training designed for everyone in the
29 community and is designed to ensure that persons with thoughts of suicide are connected to helpers who
30 are prepared to provide first aid interventions. SafeTALK is designed to be used in organizations and
31 communities where there are already ASIST-Trained caregivers.

32 AJ. SRAS means, Suicide Rating Assessment Scale, a nationally-recognized practice guidelines,
33 which contain incorporation of the four (4) core principles--Suicidal Desire, Suicidal Capability,
34 Suicidal Intent and Buffers along with the subcomponents in the development of a suicide risk
35 Assessment instrument.

36 AK. Support Group means a group consisting of eight (8) to twelve (12) people, led by a therapist
37 and a co-facilitator/survivor, who provide one another with unconditional support, information, and

skills to cope with the psychological stressors and/or loss associated with attempted or completed suicide.

AL. Training means the action or method used to transfer skills and/or knowledge to a target audience.

AM. Train the Trainer means the process of where an individual or group passes on the skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors, mentors etc. to disseminate information, material, and skills to others.

AN. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help from any traditional behavioral health service.

AO. TSC Telephone Support Counseling means survivors, who have completed an eight (8)-week group, three (3)-hour SafeTalk Training, and a half-day of telephone support Training with role play, would be matched up with other survivors, who have experienced a similar loss, for the purpose of support. AQ. Unduplicated Participant means an individual who is counted only once, despite how many services the individual is enrolled in during each period as specified in the Referenced Contract Provisions of the Agreement.

AP. Unit of Service means the number and/or type of activities the CONTRACTOR will fulfill during the term of the Agreement.

II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
ADMINISTRATIVE COST				
Salaries	\$ 13,695	\$ 14,106	\$ 14,529	\$ 42,330
Benefits	2,861	2,947	3,035	8,843
Indirect Costs		107,682	110,913	323,141
	<u>104,546</u>	<u>198,591</u>	<u>292,731</u>	<u>595,868</u>
SUBTOTAL	\$ 121,102	\$ 124,735	\$ 128,477	\$ 374,314
ADMINISTRATIVE COST		<u>215,644</u>	<u>310,295</u>	<u>647,041</u>
PROGRAM COST				

Salaries	\$ 623,457	\$ 642,161	\$ 661,426	\$ 1,927,044
		<u>1,238,455</u>	<u>2,014,059</u>	<u>3,875,971</u>
Benefits	130,240	134,147	138,171	402,558
		<u>258,771</u>	<u>420,873</u>	<u>809,884</u>
Services and Supplies	267,261	275,779	283,502	826,542
		<u>372,130</u>	<u>374,773</u>	<u>1,014,164</u>
Subcontracts	<u>7,940</u>	8,178	8,424	24,542
		<u>100,000</u>	<u>100,000</u>	<u>207,940</u>
SUBTOTAL PROGRAM COST	\$1,028,898	\$ 1,060,265	\$ 1,091,523	\$ 3,180,686
		<u>1,969,356</u>	<u>2,909,705</u>	<u>5,907,959</u>
TOTAL GROSS COST	\$1,150,000	\$ 2,185,000	\$ 3,220,000	\$ 6,555,000
REVENUE				
MHSA	<u>\$1,150,000</u>	\$ 2,185,000	\$ 3,220,000	\$ 6,555,000
TOTAL REVENUE	\$1,150,000	\$ 2,185,000	\$ 3,220,000	\$ 6,555,000
TOTAL MAXIMUM OBLIGATION	\$1,150,000	\$ 2,185,000	\$ 3,220,000	\$ 6,555,000

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

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

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the ~~provisional amount of \$95,833 per~~ actual costs of providing services each month ~~for Period One, \$98,750 per month for Period Two, and \$101,665 per month for Period Three.~~ All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement ~~for~~ which provides that CONTRACTOR shall be ~~reimbursed~~ paid for ~~the~~ CONTRACTOR's actual cost of providing ~~the~~ services hereunder; ~~provided, however,~~ the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, ~~provided further,~~ CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the ~~provisional amount specified above has~~ actual amounts have not been fully paid.

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

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

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

B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the ~~tenth (10th)~~ twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply

1 with any provision of the Agreement.

2 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
3 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
4 specifically agreed upon in a subsequent Agreement.

5 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Payments Paragraph of this Exhibit A to the Agreement.

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9 **IV. REPORTS**

10 **A. FISCAL**

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

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

27 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
28 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
29 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
30 Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and
31 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include
32 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be
33 submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

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

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

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

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V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain facility(ies) for the provision services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services identified within the Agreement.

2000 E. 4 th Street, Suite 201	10277 W. Olympic Blvd
Santa Ana, California 92705	Los Angeles, CA 90067

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 9:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours until 8:00 p.m. and on weekends in order to accommodate Participants unable to participate during regular business hours. CONTRACTOR shall also provide toll-free suicide crisis hotline services to Orange County residents twenty-four (24) hours a day, three hundred sixty-five (365) days a year through the designated Hotline number, which is also the national Lifeline number at 1-800-273-TALK (8255) from a designated facility. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

B. CONTRACTOR shall provide culturally and linguistically appropriate Suicide Prevention and Support Services to Orange County residents that are consistent with the ~~County~~ COUNTY ~~PEI~~

1 MHSAPlan.

2 ~~1. CONTRACTOR shall provide county-wide suicide prevention and support services to~~
 3 ~~anyone in crisis or experiencing suicidal thoughts or who is concerned about a loved one attempting~~
 4 ~~suicide, lost a family member, friend, or loved one to suicide, and to those who had an incomplete~~
 5 ~~suicide attempt. Services shall include a comprehensive system of support that forms a critical safety net~~
 6 ~~for Orange County residents who are identified to be at their most vulnerable point. These services shall~~
 7 ~~include a crisis prevention Hotline service to anyone in crisis or experiencing suicidal thoughts,~~
 8 ~~Survivor Support Services for anyone impacted by suicide and , community outreach, education and~~
 9 ~~training. Services shall focus on factors that promote resilience and address issues of stigma and shame.~~
 10 ~~CONTRACTOR shall strive to meet the following goals for their program:~~

11 1. CONTRACTOR shall provide county-wide suicide prevention and support services to
 12 anyone in crisis experiencing suicidal thoughts or may have attempted suicide or someone who is
 13 concerned about a loved who may have attempted suicide or lost a family member, friend, or loved one
 14 to suicide. Services shall include a comprehensive system of support that forms a critical safety net for
 15 Orange County residents who are identified to be at their most vulnerable point. These services shall
 16 include a crisis prevention Hotline service, Survivor Support Services and step-down services and
 17 follow-up care for individuals with suicidal ideation who are discharged from Intensive Outpatient
 18 programs (IOP), Inpatient Behavioral Health (IBH) units, or Emergency Rooms in Orange County and
 19 community outreach, education and training. Services shall focus on factors that promote resilience
 20 and address issues of stigma and shame. CONTRACTOR shall strive to meet the following goals for
 21 their program:

22 a. Increase awareness of suicide risk and promote help-seeking behavior by providing
 23 crisis counseling both to individuals in despair and to those who are concerned about them using
 24 Lethality Assessment Scale, which incorporates SRAS four core principles: Suicidal Desire, Suicidal
 25 Capability, Suicidal Intent, and Buffers/Connectedness;

26 b. Connect callers to the Hotline and program Participants with appropriate and
 27 meaningful resources that can reduce or ameliorate the stressors (e.g. domestic abuse, divorce, finances)
 28 and ongoing conditions (e.g. behavioral health and substance abuse disorders) contributing to one's
 29 distress by regularly updating and expanding existing Orange County specific resources for the
 30 database;

31 c. Reduce the stigma associated with behavioral health condition, substance abuse and
 32 suicide that causes individuals to avoid seeking help and hide their suicidal feelings by educating the
 33 community about the connection between behavioral health conditions and suicide; warning signs of
 34 suicide; and how-to-help; and

35 d. Collaborate effectively with existing and developing community programs and
 36 organizations to facilitate a seamless suicide prevention network and health care delivery system.

37 2. Suicide Prevention and Support Services shall include, but not be limited to, the following

1 services:

2 C. SUICIDE PREVENTION AND SUPPORT SERVICES - HOTLINE SERVICES

3 1. CONTRACTOR shall provide an accredited twenty-four (24) hour, toll-free suicide
4 prevention Hotline Service to anyone in crisis or experiencing suicidal thoughts. These services include
5 immediate, confidential, over-the-phone assistance and texting services to anyone seeking crisis and/or
6 suicide prevention services for themselves or someone they know. Real-time, online chat services shall
7 also be made available. CONTRACTOR shall triage and offer access to other appropriate resources to
8 callers, who are not experiencing a crisis.

9 2. CONTRACTOR shall assess and counsel all Participants by using an approved SRAS
10 (Suicide Rating Assessment Scale).

11 3. In low or medium risk cases, CONTRACTOR shall use genuine listening and counseling
12 skills to help callers draw upon their own strengths and resources to resolve the immediate crisis. In
13 high risk and emergency cases, CONTRACTOR shall attempt to avoid the trauma of an outside
14 intervention by assisting callers by identifying actions that they can take to ensure their safety, such as
15 putting a roommate on the phone or voluntarily calling the paramedics.

16 4. In high risk cases, CONTRACTOR shall make every reasonable attempt to de-escalate the
17 situation before considering an involuntary rescue when a caller's crisis mode remains high throughout
18 the call and if the counselor and/or the caller assesses the caller's life to be in immediate danger.

19 5. Involuntary rescues are only done after a complete lethality assessment and in two
20 circumstances:

- 21 a. The caller is currently attempting suicide; or
- 22 b. An attempt is judged to be imminent.

23 ~~6. After the decision is made to initiate an involuntary rescue, CONTRACTOR shall call~~
24 ~~COUNTY's Centralized Assessment Team (CAT), 911, First Responders, Law Enforcement, and/or~~
25 ~~other agency deemed appropriate to the situation. The decision to initiate an involuntary rescue needs to~~
26 ~~be approved by the shift supervisor in consensus with the crisis line counselor and the on-call~~
27 ~~supervisor.~~

28 6. After the decision is made to initiate an involuntary rescue, CONTRACTOR shall call
29 COUNTY's Crisis Assessment Team (CAT), 911, First Responders, Law Enforcement, and/or other
30 agency deemed appropriate to the situation. The decision to initiate an involuntary rescue needs to be
31 approved by the shift supervisor in consensus with the crisis line counselor and the on-call supervisor.

32 7. CONTRACTOR shall conduct a debriefing session upon completion of the rescue process.
33 CONTRACTOR shall provide relevant information learned from the phone call and why
34 CONTRACTOR evaluated the level of risk as CONTRACTOR did to emergency personnel.
35 CONTRACTOR shall always ask the 911 dispatcher to have the responding emergency personnel
36 contact CONTRACTOR while at the scene of all rescues, especially those involving imminent risk.

37 8. CONTRACTOR shall offer short-term follow-up calls to high-risk callers to check on their

1 safety; reassess; and to connect them to resources.

2 9. CONTRACTOR shall perform an immediate risk assessment on frequent users of the
3 hotline (established callers). CONTRACTOR shall set guidelines to help the callers honor appropriate
4 boundaries and lessen the burden to the crisis line staff; remind the callers of the limits on call
5 frequency; and offer to link them with more appropriate resources such as Warmline Services and
6 community support groups. CONTRACTOR shall triage and offer access to other appropriate resources
7 to callers, who are not experiencing a crisis.

8 10. CONTRACTOR shall connect callers with ongoing community support. CONTRACTOR
9 shall regularly and consistently research and update the state-of-the art resource database and make them
10 available to phone counselors at all times. Referrals should reflect up to date and current services for
11 the Orange County area to ensure that referrals provided are appropriate and relevant for participants.

12 D. SUICIDE PREVENTION AND SUPPORT SERVICES - SURVIVOR SUPPORT SERVICES

13 1. CONTRACTOR shall provide countywide support for people who have survived a loved
14 one's suicide or attempted suicide. Survivor Support Services will seek to strengthen a survivor's
15 resilience by building protective factors and address the issue of stigma and shame. These support
16 services shall include, crisis assessment and support, individual and group support sessions, emergency
17 interventions, and referrals for follow-up care as needed.

18 a. Assessment: CONTRACTOR shall conduct assessments using evidence-based
19 assessment tools that will be administered by training clinical staff.

20 b. Crisis Support: CONTRACTOR upon request from community members, schools, or
21 agencies shall offer immediate support and resource referrals to survivor(s) coping with any form of
22 suicide attempt. Support can include crisis phone support, face-to-face meetings, or debriefing sessions
23 with individuals, family members, students, teachers, agency or school staff, or any other community
24 member or organization affected by a suicide attempt.

25 c. Support Groups: CONTRACTOR shall provide one hundred and twenty eight (128)
26 Support Groups, to all eligible Participants affected by suicide. Support Groups will be confidential,
27 culturally appropriate, be available in multiple languages, and use evidence-based, and/or promising
28 practice curriculum.

29 i.) CONTRACTOR shall provide a minimum of eight (8) Closed Survivors After
30 Suicide (SAS) Support Group series in English, a minimum of four (4) Closed Support Group series to
31 non-English Participants in their languages, with each series being eight (8) weeks in length, for a total
32 of ninety six (96) Closed Support Group sessions. Closed Support Groups will have eight (8) to ten (10)
33 Participants.

34 ii.) CONTRACTOR shall provide a minimum of thirty two (32) Open Support Groups
35 for those not able to participate in the Closed Support Groups due to cultural, emotional, or other
36 reasons. Open Support Groups may be one-time or multiple sessions with the goal of transitioning
37 individuals into the Closed Support Group series. Open Support Groups will have two (2) to eight (8)

1 Participants. Groups may have no more than ten (10) participants.

2 iii.) Groups may be comprised of Participants of mixed sex, race, and relationship to
3 the loved one to help Participants understand suicide from varied points of view.

4 iv.) After Participants finish the Support Groups, they can attend any of the monthly
5 Drop-In Support Groups for continued support or for help through specific events, including but not
6 limit to birthdays, holidays, anniversaries, and weddings when it might be more difficult to cope with
7 their loss. Survivors who have not participated in a Support Group may also attend these functions.

8 v.) Survivors of Suicide Attempts (SOSA) Group CONTRACTOR shall facilitate at a
9 minimum three (3) Survivors of Suicide Attempts (SOSA) postvention groups with focused sessions for
10 those who have had an incomplete suicide attempt. SOSA groups will be eight (8) weeks in length. The
11 size of the group will be no more than eight (8) participants.

12 vi.) Individual Sessions: CONTRACTOR shall provide five hundred (500) individual
13 sessions in the form of one-on-one grief and loss support. Individual support may be provided to
14 Participants who are either unable to attend Support Groups, or are waiting to be in a Support Group;
15 and/or prefer to only receive individual support. Individual support shall initially be provided by staff
16 that would provide unconditional regard for the Participant's thoughts and feelings then link the
17 Participant with available resources that would help them cope with the loss of a loved one. Individual
18 support may also be provided by connecting a Participant with a Telephone Support Counselor who is a
19 trained survivor, who lost a loved one to similar circumstances and is willing to provide ongoing
20 telephone support to the new Participant. Individual support will be provided by a qualified therapist,
21 who speaks the Participant's preferred language.

22 2. CONTRACTOR shall ensure that all Participants in support activities are directed to an
23 appropriate level of intervention (enrollment, services, referral, and linkage).

24 ~~3. Training: CONTRACTOR shall conduct Trainings in the community targeting individuals,~~
25 ~~who have attempted suicide, the family members/loved ones of those who have attempted or died by~~
26 ~~suicide, and community members. These trainings may include, but not be limited to, ASIST and~~
27 ~~safeTALK trainings and will address recognizing risk and learning to intervene to prevent the immediate~~
28 ~~risk of suicide for clinicians, first responders, and medical providers and family members. Special~~
29 ~~attention will be paid to culturally or linguistically isolated or underserved groups including but not~~
30 ~~limited to monolingual non-English speakers, new immigrants, Deaf and Hard of Hearing, Veterans,~~
31 ~~Lesbian and Gay, Bisexual, and Transgender, Questioning, and Intersex persons, youth, older adults,~~
32 ~~victims of crime, refugees and persons experiencing a significant life change.~~

33 3. Training: CONTRACTOR shall conduct education trainings in the community targeting
34 individuals, who have attempted suicide, the family members/loved ones of those who have attempted
35 or died by suicide, and community members. These trainings may include, but not be limited to, ASIST
36 and SafeTALK trainings and will address recognizing risk and learning to intervene to prevent the
37 immediate risk of suicide for clinicians, first responders, and medical providers and family members.

Special attention will be paid to culturally or linguistically isolated or underserved groups including but not limited to monolingual non-English speakers, new immigrants, Deaf and Hard of Hearing, Veterans, Lesbian and Gay, Bisexual, and Transgender, Questioning, and Intersex persons, youth, older adults, victims of crime, refugees and persons experiencing a significant life change. Contractor shall also provide specialized Continuing Education Units (CEU) training and education on suicide risk assessment, prevention and intervention to staff and professionals who work with these high-risk populations including primary care physicians, nursing professionals, therapists and social workers at the participating hospitals for the Step-Down Services. Training will also be offered to non-medical-professionals and other non-participating medical professionals who request the trainings, schools, religious organizations and others who serve these target populations.

4. Outreach – CONTRACTOR shall conduct at the minimum two hundred and ten (210) various types of Outreach activities throughout COUNTY to educate the community about suicide; reduce stigma associated with suicide; promote help seeking behavior; signs and symptoms and inform them about available resources. The Outreach methods shall include community Outreach and education and media Outreach. CONTRACTOR shall reach out to all individuals, who have attempted suicide and the family members/loved ones of those who have attempted or committed suicide. Special attention will be paid to culturally or linguistically isolated or underserved groups including but not limited to monolingual non-English speakers, new immigrants, Deaf and Hard of Hearing, Veterans, Lesbian and Gay, Bisexual, and Transgender persons, youth, older adults, victims of crime, refugees and persons experiencing a significant life change.. CONTRACTOR upon Service Inquiries from community members, schools, or agencies, which may include calls, request for support, etc., shall ensure a follow-up and any other appropriate action, including but not limiting to enrollment, referral, and linkage.

~~E. UNITS OF SERVICE~~

~~1. CONTRACTOR shall, at a minimum, achieve the following Units of Service. The total number of Unduplicated Participants served shall include all program Participants including those in Outreach presentations in the community, Training events, and individual/group support activities. CONTRACTOR will also track additional items as mutually agreed upon with ADMINISTRATOR.~~

SUICIDE PREVENTION AND SUPPORT SERVICES	ANNUAL UNITS OF SERVICE
Crisis Prevention Hotline:	-
Total Calls	11,000
Unduplicated Callers	8,500
Percentage of Follow-Up Attempted	100%
Suicide Prevention/Support:	

Percentage of calls responded to within twenty-four (24) hours	100%
Number of Crisis Support Activities conducted	20
Number of Closed Support Group Sessions conducted	64
Number of Closed Support Group Sessions conducted in a foreign language or sign language	32
Number of Open Support Group Sessions conducted	32
Total Number of Support Group conducted	128
Total Number of Individual Sessions provided	500
Number of SOSA Groups	3
Suicide Prevention and Support Services—Training and Outreach Activities:	
—1. Number of Face to Face Presentations, Trainings	65 Trainings
—2. Number of Outreach Activities	210 Outreach Activities
—3. Total Number of people served in Outreach and Training Activities	17,500

E. UNITS OF SERVICE

1. CONTRACTOR shall, at a minimum, achieve the following Units of Service. The total number of Unduplicated Participants served shall include all program Participants including those in Outreach presentations in the community, Training events, and individual/group support activities. CONTRACTOR will also track additional items as mutually agreed upon with ADMINISTRATOR.

<u>SUICIDE PREVENTION AND SUPPORT SERVICES</u>	<u>ANNUAL UNITS OF SERVICE FY 21-22</u>	<u>ANNUAL UNITS OF SERVICE FY 22-23</u>
<u>Number of Calls to Hotline</u>	<u>11,000</u>	<u>11,000</u>
<u>Number of Unduplicated Callers to Hotline</u>	<u>8,500</u>	<u>8,500</u>
<u>Percentage of Follow-Up Attempts</u>	<u>100%</u>	<u>100%</u>
<u>Number of Individual sessions</u>	<u>500</u>	<u>500</u>
<u>Number of Closed Support Groups sessions</u>	<u>64</u>	<u>64</u>
<u>Total number of CT-SP sessions conducted</u>	<u>5,400</u>	<u>11,700</u>

Number of Closed Support Groups sessions in foreign/sign language	<u>32</u>	<u>32</u>
Number of Open Support Groups sessions	<u>32</u>	<u>32</u>
Total number of support groups conducted	<u>128</u>	<u>128</u>
Number of Crisis Support Activities conducted	<u>20</u>	<u>20</u>
Survivors of Suicide Attempt (SOSA) Groups	<u>4</u>	<u>4</u>
Number of Educational Presentations and Trainings	<u>425</u>	<u>650</u>
Number of Individuals served through Outreach	<u>25,500</u>	<u>26,500</u>
Proposed Unduplicated number of participants served through the step-down services	<u>250</u>	<u>500</u>

F. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.

G. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant's level of satisfaction as appropriate, program management, and quality improvement purposes. CONTRACTOR shall track and implement ADMINISTRATOR approved and recommended outcome measures across all services. The use of inventory scales such as the Patient Health Questionnaire (PHQ-9), the SSS survey, and/or other tools as approved are to be administered at onset and termination of services. CONTRACTOR shall utilize the SSS survey as an instrument to measure ability to manage grief and the PHQ-9 to measure a change in the level of depression among the Support Group Participants. The tools will be administered prior to beginning the Support Group and at the conclusion of the Support Group's final session. In addition, CONTRACTOR shall utilize a data collection system for tracking Participant Enrollment, demographics, and service utilization. CONTRACTOR shall provide the ADMINISTRATOR with monthly data reports or as needed upon request. Using an approved satisfaction survey, of a majority of Participants will report satisfaction with services received.

H. PERFORMANCE OUTCOME MEASURES

1. CONTRACTOR shall measure the impact of Suicide Prevention and Support Services by

measuring the following:

- a. Callers' self-rated intent at the start and end of the calls.
 - i.) On average, callers rating themselves at high or imminent risk will show a decrease in their self-rated intent by the end of the call.
 - ii.) On average, callers rating themselves at medium risk will show a decrease in their self-rated intent by the end of the call.
- b. The percentage of follow-up callers successfully contacted.
- c. On average, Participants will increase their ability to manage grief based on the SSS survey and;
- d. On average, Participants will show a reduction in depression based on the PHQ-9 scores.

I. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by the ADMINISTRATOR.

G. CONTRACTOR shall conduct on-going Evaluations of the services provided and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to both parties.

J. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

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 Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.~~

Position	FTE's
Direct Administration Staff:	
Contracts and Grants Manager	0.060
Director, Revenue Management	0.050
Financial Analyst	0.025
Senior Accounting Clerk	0.005
Total Administration:	0.140
Direct Non-DSH Program Staff:	
Division Director	0.10
Program Director, Crisis Line Services	0.10
Program Director, Survivor Support Services	0.35
Assistant Program Director, Crisis Line	0.05
Assistant Program Director, Survivor Support	0.65
Bilingual Program Coordinator I	0.05
Program Coordinator I	0.15

Lead Clinical Supervisor	1.00
Bilingual Therapist II	0.50
Therapist I	1.00
Therapist I	1.00
Training and Outreach Coordinator	1.00
Training and Outreach Coordinator	1.00
Volunteer Training Coordinator	0.20
Research Analyst	0.15
Shift Supervisors	1.20
Bilingual Crisis Counselors	0.56
Administrative Assistant—Olympic	0.05
Administrative Assistant—Santa Ana	-1.00
Total Program:	10.11
Subcontractor:	
Access California	0.15
Total Subcontractors:	0.15
Total FTE:	10.40

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

<u>Positions</u>	<u>FTE's</u>
<u>Direct Administration Staff:</u>	
<u>Contracts and Grants Manager</u>	<u>0.060</u>
<u>Manager, Corporate Reporting</u>	<u>0.050</u>
<u>Financial Analyst</u>	<u>0.025</u>
<u>Staff Accountant</u>	<u>0.005</u>
<u>Total Administration:</u>	<u>0.140</u>
<u>Direct Non-DSH Program Staff:</u>	
<u>Division Director</u>	<u>0.10</u>
<u>Program Director, Crisis Line Services</u>	<u>0.10</u>
<u>Program Director, Survivor Support</u>	
<u>Services</u>	<u>0.35</u>
<u>Assistant Program Director, Crisis Line</u>	<u>0.05</u>
<u>Assistant Program Director, Survivor</u>	
<u>Support</u>	<u>1.00</u>
<u>Program Coordinator I – Bilingual</u>	<u>0.05</u>

1	<u>Program Coordinator I</u>	<u>0.15</u>
2	<u>Lead Clinical Supervisor</u>	<u>1.00</u>
3	<u>Therapist II – Bilingual</u>	<u>1.50</u>
4	<u>Therapist I</u>	<u>3.42</u>
5	<u>Therapist I – Bilingual</u>	<u>0.33</u>
6	<u>Therapist II</u>	<u>1.68</u>
7	<u>Training and Outreach Coordinator</u>	<u>1.75</u>
8	<u>Training and Outreach Coordinator -</u>	
9	<u>Bilingual</u>	<u>1.33</u>
10	<u>Volunteer Training Coordinator</u>	<u>0.20</u>
11	<u>Senior Research Analyst</u>	<u>0.98</u>
12	<u>Shift Supervisors</u>	<u>1.20</u>
13	<u>Crisis Counselors – Bilingual</u>	<u>0.56</u>
14	<u>Administrative Assistant – Olympic</u>	<u>0.05</u>
15	<u>Administrative Assistant – Santa Ana</u>	<u>1.00</u>
16	<u>Intake Counselor – Bilingual</u>	<u>0.67</u>
17	<u>Clinical Program Coordinator I</u>	<u>0.83</u>
18	<u>Office Manager</u>	<u>0.75</u>
19	<u>Follow-up Counselor at 16 hrs./week</u>	<u>1.83</u>
20	<u>Follow-up Counselor at 24 hrs./week</u>	<u>1.00</u>
21	<u>Total Program:</u>	<u>21.88</u>
22	<u>Subcontractor:</u>	
23	<u>Access California</u>	<u>0.33</u>
24	<u>Korean Community Services (KCS)</u>	<u>0.33</u>
25	<u>SIS Vietnamese</u>	<u>0.33</u>
26	<u>Total Subcontractors:</u>	<u>0.99</u>
27	<u>Total FTE:</u>	<u>23.01</u>

B. Cultural appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff to better serve Participants and their family members. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to records of participation in COUNTY sponsored and/or other applicable Training; recruitment and hiring of staff P&Ps; literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should

1 be retained. Any staff vacancies occurring at a time when bilingual and bicultural composition of the
2 program staffing does not meet the above requirement should be filled with bilingual and bicultural
3 staff.

4 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
5 Trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall
6 provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and
7 suicide prevention standards or as specified by ADMINISTRATOR.

8 E. CONTRACTOR shall maintain personnel files for each staff member, including management
9 and other administrative positions, both direct and indirect, which shall include, but not be limited to, an
10 application for employment, qualifications for the position, documentation of bicultural/bilingual
11 capabilities, if applicable, pay rate and Evaluations justifying pay increases.

12 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
13 any staffing vacancies that occur during the term of the Agreement.

14 G. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary Training
15 prior to discharging duties associated with their responsibilities. This Training may include, but not be
16 limited to, two (2) day ASIST, three (3) hour SafeTALK, and any other Training necessary to assist the
17 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
18 state and federal regulatory requirements.

19 H. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
20 modify the Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
SUICIDE PREVENTION AND SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DIDI HIRSCH PSYCHIATRIC SERVICE
DBA DIDI HIRSCH MENTAL HEALTH SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C to the Agreement or in subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 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 the 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 Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute 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 Agreement.

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 Agreement 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 the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to

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

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
2 COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
37 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
SUICIDE PREVENTION AND SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DIDI HIRSCH PSYCHIATRIC SERVICE
DBA DIDI HIRSCH MENTAL HEALTH SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2023

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

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

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

8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental

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

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

9 B. TERMS OF AGREEMENT

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

14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

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

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

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

31 1) Complying with all of the data system security precautions listed in subparagraph E
 32 of the Business Associate Contract, Exhibit B to the Agreement; and

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

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

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

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

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

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

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

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