

1 CONTRACT FOR PROVISION OF
2 MENTAL HEALTH AND WELL-BEING PROMOTION FOR DIVERSE COMMUNITIES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 SPECIAL SERVICE FOR GROUPS, INC.
7 JANUARY 1, 2023 THROUGH JUNE 30, 2025
8

9 THIS CONTRACT entered into this 1st day of January, 2023, is by and between the COUNTY OF
10 ORANGE, a political subdivision of State of California (COUNTY), and SPECIAL SERVICE FOR
11 GROUPS, INC., a California nonprofit Corporation (CONTRACTOR). COUNTY and CONTRACTOR
12 may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract
13 shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee
14 ("ADMINISTRATOR").
15

16 W I T N E S S E T H :
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health
19 and Well-Being Promotion for Diverse Communities described herein to the residents of Orange County;
20 and

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

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

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts.....	7
IV. Compliance	7
V. Confidentiality.....	11
VI. Cost Report.....	11
VII. Debarment and Suspension Certification	13
VIII. Delegation, Assignment and Subcontracts.....	14
IX. Dispute Resolution.....	16
X. Employee Eligibility Verification	17
XI. Equipment	17
XII. Facilities, Payments and Services.....	18
XIII. Indemnification and Insurance	18
XIV. Inspections and Audits.....	23
XV. Licenses and Laws	24
XVI. Literature, Advertisements, and Social Media.....	24
XVII. Maximum Obligation.....	25
XVIII. Minimum Wage Laws	25
XIX. Nondiscrimination.....	26
XX. Notices.....	28
XXI. Notification of Death	28
XXII. Notification of Public Events and Meetings	29
XXIII. Records Management and Maintenance	30
XXIV. Research and Publication.....	31
XXV. Severability.....	31
XXVI. Special Provisions	32
XXVII. Status of Contractor	33
XXVIII. Term	33
XXIX. Termination	33
XXX. Third Party Beneficiary	35
XXXI. Waiver of Default or Breach.....	35
Signature Page.....	36

CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Common Terms and Definitions	1
II. Budget	5
III. Payments	6
IV. Reports.....	7
V. Services	8
VI. Staffing	17

EXHIBIT B

I. Business Associate Contract.....	1
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EXHIBIT C

I. Personal Information Privacy and Security Contract.....	1
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REFERENCED CONTRACT PROVISIONS

Term: January 1, 2023 through June 30, 2025

Period One means the period from January 1, 2023 through June 30, 2023

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

Period Three means the period from July 1, 2024 through June 30, 2025

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation: \$ 3,455,304

Period Two Aggregate Maximum Obligation: 6,226,752

Period Three Aggregate Maximum Obligation: 6,226,752

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$ 15,908,808

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount, Monthly in Arrears

CONTRACTOR UEI Number: WQGNEZQYP3Y7

CONTRACTOR TAX ID Number: 95-1716914

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: Special Service for Groups, Inc.
905 E. 8th St.
Los Angeles, CA 90021
Herbert Hatanaka, Executive Director
ssg@ssg.org

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I. ACRONYMS

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

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.	CalOMS	California Outcomes Measurement System
H.	CalWORKs	California Work Opportunity and Responsibility for Kids
I.	CAP	Corrective Action Plan
J.	CCC	California Civil Code
K.	CCR	California Code of Regulations
L.	CESI	Client Evaluation of Self at Intake
M.	CEST	Client Evaluation of Self and Treatment
N.	CFDA	Catalog of Federal Domestic Assistance
O.	CFR	Code of Federal Regulations
P.	CHPP	COUNTY HIPAA Policies and Procedures
Q.	CHS	Correctional Health Services
R.	COI	Certificate of Insurance
S.	CPA	Certified Public Accountant
T.	CSW	Clinical Social Worker
U.	DHCS	California Department of Health Care Services
V.	D/MC	Drug/Medi-Cal
W.	DPFS	Drug Program Fiscal Systems
X.	DRS	Designated Record Set
Y.	EEOC	Equal Employment Opportunity Commission
Z.	EHR	Electronic Health Records
AA.	EOC	Equal Opportunity Clause
AB.	ePHI	Electronic Protected Health Information
AC.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AD.	FFS	Fee For Service
AE.	FSP	Full Service Partnership
AF.	FTE	Full Time Equivalent
AG.	GAAP	Generally Accepted Accounting Principles

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

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

11 **II. ALTERATION OF TERMS**

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

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

20 **III. ASSIGNMENT OF DEBTS**

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

29 **IV. COMPLIANCE**

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

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

36 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
37 compliance program, code of conduct and any compliance related policies and procedures.

1 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be
2 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
3 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

4 These elements include:

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

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

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

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

36 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
37 retained to provide services related to this Contract monthly to ensure that they are not designated as

1 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services
2 Administration's Excluded Parties List System or System for Award Management, the Health and Human
3 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal
4 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or
5 any other list or system as identified by ADMINISTRATOR.

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

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

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

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

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

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

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. 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 Contract. 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.

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

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

1 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
2 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a
3 consolidated Cost Report.

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

7 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
8 business day after the above specified due date that the accurate and complete individual and/or
9 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of

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11 ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or
12 consolidated Cost Report due COUNTY by CONTRACTOR.

13 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
14 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate
15 and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim 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 individual and/or consolidated Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated 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.

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E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, 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 Aggregate Maximum Obligation of COUNTY.

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

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract 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 _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

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

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 Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect 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 Contract 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.

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 Contract is not disposed of in a reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agent by way of the following process:

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contract adjustment for which CONTRACTOR believes COUNTY is liable.

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

Page 16 of 71

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
2 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
3 to waive any and all rights to request that an action be transferred for adjudication to another county.
4

5 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

16 **XI. EQUIPMENT**

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

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

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

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

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

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

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

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

XII. FACILITIES, PAYMENTS AND SERVICES

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

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

1 including but not limited to personal injury or property damage, arising from or related to the services,
2 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
6 a jury apportionment.

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

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

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

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

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

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

37 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this

Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a

1 substitute form providing liability coverage at least as broad.

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

4 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract 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 Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract 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 Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract 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.

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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 Contract, 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 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, 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 Contract, 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 Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement 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 Contract.

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 Contract.

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XV. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, 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.

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.

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 Contract must be approved at least thirty (30) calendar days in advance and in writing by

ADMINISTRATOR before distribution. For the purposes of this Contract, 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 Contract 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 Contract, 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 Contract. 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 Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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 Aggregate Maximum Obligation of COUNTY for services provided in accordance with all Contracts for Services during Period One, Period Two and Period Three are as specified in the Referenced Contract Provisions of this Contract. This specific Contract with CONTRACTOR is only one of several Contracts to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

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

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 Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract 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 Contract.

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 Contract, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Contract) 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 Contract, 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, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to 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. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining contract or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination

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Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of 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 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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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 Contract 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 Contract 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 Contract 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 Contract 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.

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

4 **XXI. NOTIFICATION OF DEATH**

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

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

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

13 2. WRITTEN NOTIFICATION

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

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

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

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

28 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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37 //

1 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

15 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
16 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
17 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
18 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

28 **XXIV. RESEARCH AND PUBLICATION**

29 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
30 or developed, as a result of this Contract for the purpose of personal or professional research, or for
31 publication.
32

33 **XXV. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
35 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
36 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
37

1 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
2 force and effect, and to that extent the provisions of this Contract are severable.

3 4 **XXVI. SPECIAL PROVISIONS**

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

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

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

- 29 1. Funding travel or training (excluding mileage or parking).
- 30 2. Making phone calls outside of the local area unless documented to be directly for the purpose
31 of Client care.
- 32 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 33 4. Purchase of artwork or other items that are for decorative purposes and do not directly
34 contribute to the quality of services to be provided pursuant to this Contract.
- 35 5. Purchasing or improving land, including constructing or permanently improving any building
36 or facility, except for tenant improvements.
- 37 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 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract 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. This specific Contract with CONTRACTOR is only one of several contracts to which the term of this Contract applies. This specific Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as provided in this Contract. 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 Contract on a weekend or holiday may be performed on the next regular business day.

XXIX. TERMINATION

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

B. CONTRACTOR may terminate this Contract, without cause, upon ninety (90) calendar days' written notice.

C. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. 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

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

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

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

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

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

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

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

20 E. CONTINGENT FUNDING

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

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

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

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

30 F. In the event this Contract is suspended or terminated prior to the completion of the term as
31 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
32 sole discretion, reduce the Aggregate Maximum Obligation of this Contract in an amount consistent with
33 the reduced term of the Contract.

34 G. In the event this Contract is terminated by either Party pursuant to Subparagraphs B., C., or D.
35 above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

9. Provide written notice of termination of services to each Client being served under this Contract, 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.

H. 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 Contract.

XXX. THIRD PARTY BENEFICIARY

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

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 Contract 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 Contract.

//

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

3
4 SPECIAL SERVICE FOR GROUPS, INC.

5 DocuSigned by:
6 BY: Herbert Hatanaka DATED: 11/7/2022
7 9F3D6A063AB04F7...

8 TITLE: Executive Director
9

10
11
12
13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____
17 HEALTH CARE AGENCY
18
19
20
21

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

27 BY: _____ DATED: _____
28 DEPUTY
29
30
31
32

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

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
MENTAL HEALTH AND WELL-BEING PROMOTION FOR DIVERSE COMMUNITIES
BETWEEN
COUNTY OF ORANGE
AND
SPECIAL SERVICE FOR GROUPS, INC.
JANUARY 1, 2023 THROUGH JUNE 30, 2025

I. COMMON TERMS AND DEFINITIONS

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

1. Action Plan means a form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

2. Activity means an organized function designed to advance a prevention strategy or objective.

3. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

4. Administrative Services Organization means a designated organization that oversees and manages the administrative and fiscal functions of a program and/or service by being responsible for quality assurance as reflected in the operations manual, internal controls, audits, implementation and progress of services, evaluation of the selection and delivery of agreed upon services and regular reporting on the outcome of services rendered. It is expected that the ASO is aligned with the general principles and goals of the program and adheres to COUNTY's protocol and procedures.

5. Admission means completion of the entry and/or intake process for program Participants.

6. Assessment means a professional review and evaluation of an individual's mental health needs and conditions to determine the most appropriate course of services.

7. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

8. Collaboration means a process of participation through which people, groups, and agencies work toward unified prevention goals.

9. Community-Defined Practices means "validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices' effectiveness may be documented using community-defined evidence that eventually will allow the procedure to have an equal standing with evidence-based practices currently defined in the peer reviewed literature." [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental Health, Prevention And Early Intervention (PEI) Resource Materials.

10. Community Outreach Activities means outreach events that are organized by other entities or by CONTRACTOR where the public can attend and receive information about available services (for example but not limited to health fairs, door-to-door outreach, grocery stores, laundromats, bus stops, religious organizations, schools, gathering places, shelters, a street corner, community festivals, etc.).

11. Early Intervention means the act of intervening, interfering or interceding at the manifestation of a mental health condition, with the intent of measurably improving the condition, or to prevent a mental health condition from getting worse.

12. Education/Skill Building Workshop/Class means a workshop/class conducted which has a primary focus of providing information and/or teaching a skill.

13. 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.

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

15. Events means events organized by CONTRACTOR, where CONTRACTOR invites community members to attend to a predetermined location in the community where staff is available to provide information and referrals. Large events are intended to attract in excess of one hundred (100) Participants (for example but not limited to, a conference, concerts, art exhibitions, large health fair, etc). Small events are intimate events organized by CONTRACTOR in a location in the community where staff is available to provide information and referrals and is intended to reach a lower number of Participants.

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

17. Evaluation means the systematic investigation of the value and impact of an intervention or program.

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

19. Follow-up means ensuring that the Participant has linked to the referred service and/or successfully transitioned from one service to another.

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

21. Health Education means providing information and/or training on one or more health topics.

22. Individual Intervention means any strategies or services rendered to a Participant on a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.

23. Information Dissemination means one-way communication, direct from the source to the audience, that provides information about a prevention issue and is designed to create awareness and

1 knowledge of that issue.

2 24. Intake means the initial meeting between a Participant and a worker to evaluate a Participant's
3 issue(s) of concern and determine how a program could best meet his/her needs.

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

6 26. Linkage means when an individual is connected to programs or services through warm hand-
7 off or follow-up to ensure connection is made.

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

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

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

14 30. Outcome means measurable change that occurs as a result of a program's overall performance
15 in implementing its planned Activities.

16 31. Outcome Measure means a statement that specifies the measurable result or direct impact of
17 a program or activity in reference to a quantitative criterion and a timeframe.

18 32. Participant means an individual enrolled in a program who engages in activities aimed at
19 preventing and/or eliminating the development of mental illness.

20 33. Peer Support means the service is provided by someone with lived, personal experience which
21 is consistent with the experiences and culture of the population with which the peer is working.

22 34. PEI Plan means the most recent County of Orange MHSA Prevention and Early Intervention
23 Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.

24 35. Promising practice means programs and strategies that have some quantitative data showing
25 positive outcomes over a period, but do not have enough research or replication to support generalized
26 outcomes. It has an evaluation component/plan in place to move towards demonstration of effectiveness;
27 however, it does not yet have evaluation data available to demonstrate positive outcomes. [The
28 Association of Maternal and Child Health Programs] cited by California Department of Mental Health,
29 Prevention and Early Intervention (PEI) Resource Materials.

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

35 37. PII means any information that could be readily used to identify a specific person, including
36 but not limited to: name, address, telephone number, email address, driver's license number, Social
37 Security number, bank account information, credit card information, or any combination of data that could

1 be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

2 38. Prevention means the group or individual interventions that occur before the initial onset of a
3 mental health disorder. Prevention promotes positive cognitive, social, and emotional development and
4 encourages a state of well-being that allows the individuals to function well in the face of changing and
5 sometimes challenging circumstances.

6 39. Referral means an individual receives information or contacts for services or programs, or an
7 unsuccessful linkage attempt.

8 40. Social Media means a group of internet-based communication tools/applications that allow
9 the creation and exchange of user-generated content; social media is media for social interaction. Types
10 of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content
11 communities (YouTube), and social networking sites (Facebook).

12 41. Social Support means assistance that may include companionship, emotional backing,
13 cognitive guidance, material aid and special services.

14 42. Support Group means a meeting/group, facilitated by program staff, consisting of two (2) or
15 more people (or a number mutually agreed upon in the Contract) who have similar experiences and
16 concerns and who meet in order to provide emotional help, advice and encouragement for one another.

17 43. Technical Assistance means services provided by staff to guide prevention programs,
18 community organizations, and individuals to conduct, strengthen, or enhance specific prevention activities.

19 44. Training means an instructional process that is intended to impart the knowledge, skills, and
20 competencies required for the performance of a particular job, project, or task. Training is a skill building
21 Activity that teaches a person how to do something and carries the expectation that the person will take
22 direct, purposeful action by applying the skills developed.

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

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

29 47. Unduplicated Participant means an individual who is counted only once, despite how many
30 programs the individual is enrolled in during a contractual Contract period. For example; if a Participant
31 receives individual and group services, they can only be counted once.

32 48. Units of Service means the number and/or type of activities CONTRACTOR will fulfill
33 during a contractual Contract period.

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

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37 //

II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
INDIRECT COSTS	9,340	18,681	18,681	46,702
ADMINISTRATIVE SALARIES	4,000	8,000	8,000	20,000
ADMINISTRATIVE BENEFITS	<u>1,000</u>	<u>2,000</u>	<u>2,000</u>	<u>5,000</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$ 14,340	\$ 28,681	\$ 28,681	\$71,702
PROGRAM SALARIES	100,256	200,512	200,512	501,280
PROGRAM BENEFITS	25,064	50,128	50,128	125,320
SERVICES/ SUPPLIES	<u>310,340</u>	<u>520,679</u>	<u>520,679</u>	<u>1,351,698</u>
SUBTOTAL PROGRAM COSTS	435,660	771,319	771,319	1,978,298
TOTAL GROSS COSTS	\$ 450,000	\$ 800,000	\$ 800,000	\$ 2,050,000
REVENUE				
MHSA	<u>450,000</u>	<u>800,000</u>	<u>800,000</u>	<u>2,050,000</u>
TOTAL REVENUE	\$ 450,000	\$ 800,000	\$ 800,000	\$ 2,050,000
MAXIMUM OBLIGATION	\$ 450,000	\$ 800,000	\$ 800,000	\$ 2,050,000

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its 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

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

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

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

16 17 **III. PAYMENTS**

18 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$66,667 per
19 month provided, however, that the total of such payments does not exceed COUNTY's Aggregate
20 Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract.

21 B. Monthly payments are interim payments only, and subject to final settlement in accordance with
22 the Cost Report Paragraph of the Contract. ADMINISTRATOR may, at its discretion, pay supplemental
23 invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

9 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
10 any provision of the Contract.

11 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
12 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically
13 agreed upon in a subsequent Contract.

14 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Payments Paragraph of this Exhibit A to the Contract.

16 17 **IV. REPORTS**

18 A. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit
19 monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by
20 ADMINISTRATOR and shall include but not be limited to, descriptions of any performance objectives,
21 outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared
22 to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to
23 include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are
24 being taken to achieve satisfactory progress.

25 **B. FISCAL**

26 1. Expenditure and Revenue Report. Throughout the term of the Contract, CONTRACTOR
27 shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on
28 a form provided by ADMINISTRATOR and will report year-to-date actual costs and revenues for
29 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract.

30 2. Year-End Projections. CONTRACTOR shall provide monthly year-end projections that shall
31 include year-to-date actual costs and revenues and anticipated year-end actual costs and revenues for
32 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Year-
33 End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue
34 Reports.

35 3. Staffing Report. CONTRACTOR shall submit monthly Staffing Reports to
36 ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall, at a
37 minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the

Contract, and staff hours worked by position. Staffing Reports will be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

C. The monthly Programmatic, Expenditure and Revenue, Year-End Projection, and Staffing reports shall be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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 up to 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 Contract.

V. MENTAL HEALTH PROMOTION SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a facility/(ies) for the provision of Mental Health and Well-Being Promotion for Diverse Communities services described herein at the following location(s), or any other location, approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to support the services identified within the Contract.

12832 Garden Gove Blvd. Suite E,
Garden Gove, CA 92843

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. and maintain the capability to provide services outside of these business hours, to include evening and weekend hours in order to accommodate participants unable to participate during regular business hours and engage in outreach events scheduled outside of regular business hours. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

3. In the event of a public health concern and/or to abide by local, state and federal recommendations, CONTRACTOR services may be changed from in-person to a virtual setting. When adjustments to locations are necessary, CONTRACTOR shall provide ADMINISTRATOR with foreseeable and appropriate written notice, in advance of such changes.

4. CONTRACTOR’s services shall include, but be not limited to, provision of the following service components as outlined below.

B. MENTAL HEALTH AND WELL-BEING PROMOTION SERVICES

1 1. CONTRACTOR shall provide services that promote mental health and well-being for
2 individuals who are isolated and at risk of developing a mental health condition or who are displaying
3 early signs of emotional, mental health concerns, and continue to be unserved or underserved individuals
4 from diverse communities that focus on individuals who identify as Lesbian Gay, Bisexual, Transgender,
5 Queer (LGBTQ+) in Orange County.

6 2. CONTRACTOR shall develop and implement a peer-based service model in support of
7 individuals who identify as Lesbian Gay, Bisexual, Transgender, Queer (LGBTQ+), within Orange
8 County. These individuals have been identified to be particularly vulnerable and at risk of developing
9 mental health conditions and are identified to be harder to reach in traditional ways because of social,
10 cultural, or economic barriers.

11 3. The goal of these services shall be to promote access to programs and services to better
12 address the mental health needs of individuals from these communities. Services shall focus on promoting
13 mental health wellness, preventing mental health issues with the goal of increasing connectedness,
14 reducing prevailing stigma, and improving health seeking behaviors. The services will be designed to
15 support individuals' well-being by increasing their awareness and knowledge of mental health issues,
16 associated risk factors and protective factors, as well as available community resources in the County.

17 4. CONTRACTOR shall utilize peers who have lived experience either at a personal level or via
18 a family member as an essential component of these services. Service delivery shall use peer-based models
19 that utilize evidence-based strategies, including but not limiting to, peer mentoring, peer support, peer
20 education, advocacy, peer leadership and peer coaching. CONTRACTOR shall actively recruit peer
21 mentors/volunteers and provide them with necessary support, education, training, and opportunities to
22 apply knowledge and learnt skills. CONTRACTOR shall recruit a minimum of 75 peers annually. The
23 peer component must be structured to allow for expanding the number of peers through ongoing
24 recruitment and training of new peer individuals. Peer recruitment should include training and a plan for
25 supervision. The peer staff shall actively support the planning and implementation of community event
26 activities, community outreach, the provision of workshops or educational groups, and the referral of
27 individuals to available community resources. Training topics for the peer leaders/mentors shall include,
28 but not be limited to, mental health education and awareness, identification of mental health conditions,
29 risk and protective factors, assisting an individual who may be at risk and/or living with mental health
30 conditions and their families effectively, and increasing knowledge regarding navigating and accessing
31 mental health services. Resources will be made available to peers via print and online so that information
32 may continue to be accessed after training has been completed.

33 5. Subcontractors shall be utilized with the approval of the ADMINISTRATOR, in order to
34 expand the reach of the contracted services. The subcontractors shall enhance access to the target
35 population(s) and incorporate the peer-based model as outlined within the service contract. Subcontracted
36 services shall incorporate some or all of the identified services (Outreach, Social Media/Digital Marketing
37 Campaigns, Educational Groups/Workshops, Educational/Informational Materials Development and

1 Information Dissemination, Individual Peer Support Engagements, and Events) for the LGBTQ+
2 community. CONTRACTOR shall be responsible for the establishment of the subcontractors' scopes of
3 service, ensuring subcontractor staff are appropriately trained and capable of supporting the target
4 population(s), tracking service outcomes for each subcontractor, and reporting these outcomes to the
5 ADMINISTRATOR on a monthly basis.

6 6. CONTRACTOR shall accomplish these above outlined goals through outreach, information
7 dissemination, community education and events, skills building, socialization group activities, one-one
8 interactions, engaging with families and other individuals supporting or representing the target population,
9 and making appropriate referrals and linkages to resources and support as needed. Contractor shall ensure
10 that services are based on strategies that will have maximum impact on reaching the target population.

11 C. OUTREACH SERVICES

12 1. CONTRACTOR shall design their outreach services to reach individuals who identify as
13 Lesbian Gay, Bisexual, Transgender, Queer (LGBTQ+), within Orange County to raise awareness,
14 increase recognitions of early signs of mental illness and disseminate information regarding mental health
15 and wellness and also reach the "potential responders," i.e., community members who are working with
16 or will likely encounter individuals who may be experiencing or at an elevated risk of experiencing a
17 mental health challenge. CONTRACTOR shall identify all the traditional and non-traditional areas,
18 including but not limited to, outdoor and indoor community events, religious organizations (churches,
19 temples, mosques), hospitals, health and career fairs, community based services agencies, sporting events,
20 college campuses, shelters, inpatient and outpatient facilities, community centers, in-homes, community
21 businesses, supportive service agencies, web-based platforms including social media etc., to promote
22 awareness of the services and available resources. CONTRACTOR shall engage Peer staff/Volunteers to
23 plan and coordinate the events as applicable.

24 2. CONTRACTOR's outreach efforts shall focus on sharing information about the mental health
25 needs of the target population, disseminating resources and educational materials, reducing mental health
26 stigma; and connecting the target population to community resources, including but not limited to the
27 County's digital resource navigation tool, OC Navigator therefore, providing an expansion of support and
28 interpersonal connection for vulnerable individuals.

29 3. CONTRACTOR shall accomplish this by utilizing a combination of outreach methods to
30 educate and promote visibility to strategically target individuals who identify as Lesbian Gay, Bisexual,
31 Transgender, Queer (LGBTQ+). These may include but not be limited to community outreach and
32 presentations conducted by staff/peers who are trusted members of the community and are able to build
33 rapport and trust with the community. Staff/peer shall raise awareness about mental health and wellness
34 topics and provide information about available services and resources by building rapport and trust with
35 the community, especially with those who may be unaware of available resources and how to access them.
36 This information dissemination may be achieved via resource tabling at small-or large-scale community
37 events, such as resource/health/wellness fairs, conference, church events, community events, 5k races,

1 online (public service announcement, email, social media or digital marketing) or via telephone.
2 CONTRACTOR shall engage in weekly outreach activities and complete a minimum of 210 outreach
3 activities annually.

4 a. SOCIAL MEDIA/DIGITAL MARKETING CAMPAIGNS: CONTRACTOR shall
5 employ an integrated, multi-level digital outreach and marketing strategy to develop a minimum of seven
6 (7) Social Media/Digital Marketing Campaigns annually which shall be designed to engage individuals
7 who identify as Lesbian Gay, Bisexual, Transgender, Queer (LGBTQ+). This could include placement of
8 advertisements within social media platforms frequented by LGBTQ+ individuals or other methods of
9 reaching LGBTQ+ individuals. The goal of the digital campaigns shall be to reduce stigma around mental
10 health issues by disseminating information around community activities that promote health and well-
11 being and increasing access to care for the unserved, underserved and isolated target communities. The
12 social media and marketing activities shall aim to better inform the community members regarding mental
13 health, seek to improve mental health outcomes, increase help seeking behaviors and prevent the
14 progression of mental health conditions. In addition, other web analytics such as “engagements” “clicks”,
15 “likes” and “shares” shall also be collected and reported for each campaign. These campaigns may include,
16 but not be limited to, such activities as, targeted and coordinated social media posts, live social media
17 activities, email campaigns, themed social media posts, or social media ad campaigns. CONTRACTOR
18 shall review all campaign plans with, and obtain approval from, the ADMINISTRATOR prior to the
19 implementation of the campaign, no less than thirty (30) days prior to the implementation of the campaign.
20 CONTRACTOR shall establish and maintain digital marketing platforms, digital advertising and
21 marketing, geo located ad placements across social media platforms specific to events, groups, and
22 workshops.

23 b. EDUCATIONAL GROUPS/WORKSHOPS: CONTRACTOR shall develop and
24 implement educational community-based educational groups/workshops for a group of six (6) or more
25 participants designed to promote the awareness of a wide variety of mental health topics, including stigma
26 reduction and suicide prevention, and increase help seeking behaviors. Topics for these educational
27 groups/workshops may include, but not be limited to, the signs and symptoms of mental illness including
28 suicide risk, having effective conversations with family members regarding mental health concerns, coping
29 skills, domestic violence, grief and loss, building protective factors, substance abuse, time management
30 and stigma reduction. CONTRACTOR shall provide a combination of in-person and online workshops to
31 maximize access and participation throughout the County. In person workshops shall be held throughout
32 the County at locations that will connect the participants to programs within their own communities and
33 are also geographically accessible. Workshops may include a combination of lecture and panel discussions
34 with hands-on exercises built into the format. Culturally appropriate collateral materials such as handouts,
35 brochures and resource guides will be provided to participants. CONTRACTOR shall provide a minimum
36 of 240 educational workshops annually.

37 c. EDUCATIONAL/INFORMATIONAL MATERIALS DEVELOPMENT AND

1 INFORMATION DISSEMINATION: CONTRACTOR shall, collaborate with Mental Health and Well-
2 being Promotion for Diverse Communities Contracted collaborative providers, including their
3 subcontractors under their individual Contracts Services partner/s to develop culturally responsive mental
4 health-related educational, informational, and/or resource materials, as necessary, and make them available
5 in print via podcasts or online, as applicable, and appropriate for the proposed target audience. These may
6 consist of, but not be limited to, written materials including brochures, pamphlets, posters, and online
7 materials including but not be limited to signage, cards, brochures, and fact sheets published via various
8 online outlets such as email, websites and social media. All marketing and educational materials must be
9 reviewed and approved by the ADMINISTRATOR prior to use. These materials shall be distributed to
10 participants at workshops, events and all other activities including outreach events.

11 d. INDIVIDUAL PEER SUPPORT ENGAGEMENTS: CONTRACTOR shall provide
12 ongoing individual peer support to Orange County LGBTQ+ individuals who may be isolated and at risk
13 of developing mental health conditions, or who are displaying early signs of emotional or mental health
14 concerns. These individual peer support engagements would encompass any one-on-one engagements the
15 peer staff may have in person or via telephone or web-based platforms such as Zoom with a LGBTQ+
16 individual who is isolated and may be experiencing, showing early signs of, or at risk of developing a
17 mental health condition. An engagement session shall be a minimum of 15 minutes in duration. These
18 include strategies or services rendered to a Participant on a person-to-person level and may include
19 individual Participant education, skills development (e.g. coping skills, stress management techniques job
20 skills development, rapport building activities, support in identifying needs and developing a wellness
21 services plan, Plan follow-up, life coaching, exploring community resources, assistance in navigating
22 resources, supporting in linking to community resources, or any other activity that could enhance help
23 seeking behaviors. CONTRACTOR shall promote and advertise peer support through outreach, events,
24 social media and digital advertising and encourage LGBTQ+ individuals to reach out for support.
25 CONTRACTOR shall conduct a minimum of 204 Individual Peer Support Engagements annually.

26 e. EVENTS: CONTRACTOR shall organize or collaborate with LGBTQ+ community
27 members to facilitate culturally appropriate in-person events that will focus on reducing stigma, raise
28 awareness on a variety health and wellness topics, which may include, but not be limited to, activities such
29 as:

30 i. Art Exhibits showcasing artwork, photographic displays, Photo, Voice, etc. created
31 by Participants that promote mental health awareness, suicide prevention, stigma reduction, etc.

32 ii. Performances such as theatre, dance, musical performances, film screenings, and
33 other creative artistic expressions or other creative mediums highlighting different mental health topics.

34 iii. Conference/summit highlighting mental health topics including suicide prevention,
35 barriers to help seeking followed by panel discussions and facilitated by mental health professionals.

36 iv. Other events including pop up events, panel discussion series, walks, community
37 forums including but not limited to observe mental health awareness month, world suicide prevention

1 day/week/month, survivor of suicide loss day, mental health day, etc.

2 v. CONTRACTOR shall ensure that these community events are provided in
3 community settings that are accessible to LGBTQ+ individuals throughout Orange County. These events
4 shall be coordinated and implemented in partnership with other community and county agencies serving
5 the target populations, with in-language translations available based on registrant requests for languages.
6 The events shall be culturally informed and relevant. The location/venue for the events shall be located
7 within Orange County.

8 vi. CONTRACTOR shall facilitate a minimum of one (1) large-scale community event.
9 The large-scale community event shall reach a minimum of 100 participants and will integrate mental
10 health and wellness, prevention, and stigma reduction as a part of ongoing community dialogue and
11 presence.

12 vii. CONTRACTOR shall also facilitate a minimum of 48 smaller-scale community
13 events. The small-scale events shall be conducted throughout Orange County in settings that enhance
14 community access as well as the participants ability to engage in discussion around mental health topics.
15 These settings may include, but not be limited to, churches, community centers, parks or schools within
16 the communities of the target populations.

17 viii. CONTRACTOR shall actively promote all events and engage community
18 involvement and participation. All events shall be promoted extensively to maximize and increase
19 attendance of the targeted demographic to serve as many participants as possible and in line with maximum
20 venue capacities.

21 ix. CONTRACTOR shall advertise and publicize through social media platforms,
22 newsletters, websites, and other community specific outreach activities at community and cultural events.

23 x. CONTRACTOR shall collaborate with existing community agencies serving
24 LGBTQ+ communities for the events and ensure that the efforts are not duplicated but complemented.

25 xi. Participant support shall be made available immediately following each
26 performance/event for referral and/or linkage to various COUNTY and community-based mental health
27 service programs. Mental health service resources shall be made available to persons in attendance and
28 COUNTY's website: at: <https://ocnavigator.org/m/ocn>

29 xii. CONTRACTOR shall be responsible for all aspects of the development and
30 implementation of all events, from concept through execution, and ensure ADMINISTRATOR is provided
31 with appropriate and periodic updates at all phases.

32 xiii. CONTRACTOR shall collaborate with its subcontracted providers to ensure that
33 events are coordinated countywide and to provide in-language translations based on registrant requests for
34 languages. CONTRACTOR shall engage Peer staff/Volunteers to plan and coordinate the events as
35 applicable.

36 4. COLLABORATIONS: CONTRACTOR shall provide services by actively developing
37 collaborations and integrate efforts among community and county agencies to ensure comprehensive

1 access to resources and services. Community collaborations and/or coalitions or partnerships will be aimed
2 at expanding mental health knowledge and awareness and mitigate the impact of limited resources and
3 reach a larger audience. These may include, but are not limited to, agencies serving LGBTQ+ individuals,
4 including agencies serving LGBTQ+ individuals who may be homeless and displaced, LGBTQ+
5 individuals enrolled in colleges, agencies providing vocational rehabilitation support, LGBTQ+
6 individuals who may be experiencing chronic disease or disabilities, and substance use disorders treatment
7 facilities. CONTRACTOR shall ensure that these partnerships will be made with the purpose of
8 outreaching to these organizations, bringing awareness regarding mental health issues among LGBTQ+
9 individuals and what resources are available in the community to address their concerns and address any
10 gaps. CONTRACTOR shall create Memoranda of Understanding with these agencies as necessary.

11 5. REFERRALS AND LINKAGES: CONTRACTOR shall connect participants to community
12 resources through referral and follow-up to ensure linkages have been made. A service is considered a
13 referral when a Participant receives program and contact information for services or community programs
14 (health care, mental health, and/or other support services). Linkage is when a Participant is successfully
15 connected to services through a warm hand-off or follow-up to ensure the connection was made.
16 CONTRACTOR shall obtain Participants' consent prior to linking or transferring Participants to another
17 service provider or community resources. CONTRACTOR shall obtain Participants' consent prior to
18 linking or transferring Participants to another service provider or community resources. CONTRACTOR
19 shall utilize an informed consent tool approved by the ADMINISTRATOR. Referrals are to be collected
20 and tracked based on HCA's current referral and linkage categories. The CONTRACTOR will utilize
21 HCA's digital resource navigation tool, the OC Navigator, when making referrals and linkages.
22 CONTRACTOR shall collaborate with the community partners including the development team identified
23 by HCA as being responsible for the OC Navigator platform, in order to incorporate any additional reliable
24 resources to the OC Navigator and made available for use by Orange County residents. The resources
25 may include but not be limited to, mental health, physical health, physical health, spiritual wellness,
26 housing, food insecurity, or legal aid.

27 6. CONTRACTOR shall, consult with and report progress to ADMINISTRATOR regarding all
28 the Programmatic benchmarks as well as timeline of the events. This will include the submission of a
29 detailed Action Plan by the CONTRACTOR to the ADMINISTRATOR, for review and approval, within
30 30 days prior to event start date.

31 7. CONTRACTOR shall provide culturally and age-appropriate information for Participants and
32 include but not limited to topics of mental health, breaking the stigma and increasing help-seeking
33 behavior.

34 8. CONTRACTOR shall provide a supportive environment to promote comfort and the discussion
35 of sensitive topics around mental health.

36 9. CONTRACTOR shall partner with COUNTY's Mental Health and Well-Being Promotion for
37 Diverse Communities Contracted collaborative providers, including their subcontractors under their

individual Contracts Services, for updating the Community Events Calendar that will list locations and times of events or interest for LGBTQ+ individuals within Orange County.

10. CONTRACTOR shall make its best effort to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and cultural sensitivity.

D. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:

SERVICES	PERIOD ONE	PERIOD TWO	PERIOD THREE
COMMUNITY EVENTS CALENDAR	Annually	Annually	Annually
OUTREACH			
Large and Small Community Events	25	49	49
Community Outreach Activities	105	210	210
PEER SUPPORT SERVICES			
Peer Individuals Trained	37	75	75
Individuals Engaged through Peer Support	51	102	102
Total number of Peer Support Sessions	102	204	204
COMMUNITY WORKSHOPS/EDUCATION GROUPS			
Workshops/Educational Groups	120	240	240
Individuals Attending Workshops/Educational Groups	1,581	3,162	3,162
SOCIAL MEDIA AND DIGITAL MARKETING			
Social Media/Digital Marketing Campaigns	3	7	7

E. OUTCOME MEASURES

1. CONTRACTOR shall complete all surveys, tools and pre/post tests for measurement of outcomes of services, as requested by ADMINISTRATOR. Measures may include, but are not limited to, Stigma Reduction Survey, Knowledge, Attitude Behavior Survey, Educational Feedback Survey and Participant Satisfaction Survey.

2. CONTRACTOR shall implement, track, and evaluate ADMINISTRATOR approved outcome measures across all services and provide analysis to ADMINISTRATOR in a format agreeable to both parties.

1 3. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures
2 across all services. Outcome variables measured shall include, but not limited to, the reach of activities,
3 access to community resources, community partnerships, and the dissemination of information to the
4 community, changes in participant attitudes around mental health issues, the increase in awareness and
5 knowledge about behavioral health conditions, the increase in knowledge about community resources
6 available to help with behavioral health and co-occurring issues, improvement in quality of life, and service
7 satisfaction.

8 4. CONTRACTOR shall strive to meet the following outcome measure goals for their program
9 and applicable to the population being served:

10 a. On average, Participants will report an increased awareness of mental health needs
11 pertaining to the target population.

12 b. On average, Participants will report an increase in knowledge of community mental
13 health resources.

14 c. On average, Participants will report an increase in confidence to navigate the mental
15 health system.

16 d. On average, Participants will report a decrease in stigma related to mental health
17 conditions.

18 e. On average, Participants will report an increase in confidence to facilitate help seeking
19 behaviors.

20 5. CONTRACTOR shall utilize the most current version of ADMINISTRATOR approved data
21 collection tool kit, as developed by the HCA Mental Health Recovery Services data analytics team in order
22 to collect and report pertinent data, which would be entered and analyzed for Participant's level of
23 satisfaction, program management, and quality improvement purposes. In addition, any data collection
24 systems utilized by CONTRACTOR to track Participant enrollment, demographics, trends, and service
25 utilization shall be reviewed and approved by ADMINISTRATOR prior to implementation.

26 6. CONTRACTOR shall develop a system to track and record the following demographics: number
27 of individuals served based on age groups; race and ethnicity; primary language; individuals who identify
28 as LGBTQI; veterans; and other categories.

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

32 8. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed
33 upon request of ADMINISTRATOR. The platforms and means of data submission must be approved by
34 ADMINISTRATOR and ensure all privacy requirements are met.

35 9. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to
36 ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.

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

Health Promotion Services Paragraph of this Exhibit C to the Contract.

VI STAFFING

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

<u>PROGRAM</u>	<u>FTEs</u>
Program Director	0.10
Program Coordinator	1.00
Peer Training Health Educator	1.00
Outreach Events Health Educator	1.00
Media Coordinator	0.15
Program Analyst	<u>0.35</u>
PROGRAM SUBTOTAL	3.60
 TOTAL FTEs	 3.60

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

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

D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR

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

1 F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e., office
2 vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall
3 address at the minimum the following:

- 4 1. Eligibility and selection criteria;
- 5 2. Staff's field/home on-duty conduct and responsibilities;
- 6 3. Supervision plan of staff and equipment including emergency procedure; and
- 7 4. Confidentiality and records keeping.

8 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
9 any staffing vacancies that occur during the term of the Contract.

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

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

17 J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or
18 unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
19 Supervision methods should include debriefings and consultation as needed, individual supervision or one-
20 on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive
21 knowledge regarding mental health issues.

22 K. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
23 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
24 Standards of Care practices, P&Ps, documentation standards and any State regulatory requirements.

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

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EXHIBIT B
TO CONTRACT FOR PROVISION OF
MENTAL HEALTH AND WELL-BEING PROMOTION FOR DIVERSE COMMUNITIES
BETWEEN
COUNTY OF ORANGE
AND
SPECIAL SERVICE FOR GROUPS, INC.
JANUARY 1, 2023 THROUGH JUNE 30, 2025

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 to the Contract 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 ("the HIPAA regulations") as they may exist now or be hereafter amended.

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

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, 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 Contract.

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

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

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

1 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

2 B. DEFINITIONS

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

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

8 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Contract, in order to permit 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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12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

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

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

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

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

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

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

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

1 B.2.a above.

2 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

36 E. DATA SECURITY REQUIREMENTS

37 1. Personal Controls

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

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

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

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

26 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

33 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
35 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may
36 also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require
37 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 three (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, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 must have a routine procedure in place to review system logs for unauthorized access.

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

7 4. Business Continuity/Disaster Recovery Control

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

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

20 5. Paper Document Controls

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

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

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

33 //

34 //

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

3 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
MENTAL HEALTH AND WELL-BEING PROMOTION FOR DIVERSE COMMUNITIES
BETWEEN
COUNTY OF ORANGE
AND
SPECIAL SERVICE FOR GROUPS, INC.
JANUARY 1, 2023 THROUGH JUNE 30, 2025

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, CCC § 1798.29(d).

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

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

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

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

7. "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 CCC § 1798.3(a).

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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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