

AGREEMENT FOR PROVISION OF

AMENDMENT NO. 1

TO

CONTRACT NO. MA-042-20010355

FOR

SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA

MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

JULY 1, 2019 THROUGH JUNE 30, 2022

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

WITNESSETH:

~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Supplemental Security Income Outreach Services described herein to the residents of Orange County; and,~~

This Amendment ("Amendment No. 1") to Contract No.MA-042-20010355 for Supplemental Security Income Outreach Services is made and entered into on July 1, 2022 ("Effective Date") between Orange County Association for Mental Health dba Mental Health Association of Orange County ("Contractor"), with a place of business at 1971 E. 4th Street, Suite 130 A, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010355 for Supplemental Security Income Outreach Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,205,523; renewable for two additional one-year terms ("Contract"); and

1 WHEREAS, ~~CONTRACTOR is agreeable to~~ the Parties now desire to enter into this Amendment
2 No. 1 to replace Exhibit A with Exhibit A-1 of the ~~rendering of such services on~~ contract and to renew the
3 Contract for one (1) year, effective July 1, 2022 through June 30, 2023.

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

5 1. The Contract is renewed for a term of one (1) year, effective July 1, 2022 through June 30, 2023;
6 in an amount not to exceed \$431,841, for this renewal term, for a revised cumulative total amount
7 not to exceed \$1,637,364; on the amended terms and conditions hereinafter set forth:

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

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, ~~2022~~2023

Period One means the period from July 1, 2019 through June 30, 2020
Period Two means the period from July 1, 2020 through June 30, 2021
Period Three means the period from July 1, 2021 through June 30, 2022

~~Maximum Obligation: \$1,205,523~~

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

Amount Not To Exceed:

<u>Period One</u>	Maximum Obligation: \$	<u>Amount Not To Exceed:</u>	<u>\$401,841</u>
<u>Period Two</u>	Maximum Obligation:	<u>Amount Not To Exceed:</u>	<u>\$401,841</u>
<u>Period Three</u>	Maximum Obligation:	<u>Amount Not To Exceed:</u>	<u>\$401,841</u>
<u>Period Four</u>	<u>Amount Not To Exceed:</u>	<u>\$431,841</u>	
<u>TOTAL</u>	MAXIMUM OBLIGATION	<u>AMOUNT NOT TO EXCEED:</u>	<u>\$1,205,523</u> <u>637,364"</u>

~~Basis for Reimbursement: Actual Cost~~

~~Payment Method: Monthly in Arrears~~

~~CONTRACTOR DUNS Number: 089687099~~

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

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1
2 **Notices to COUNTY and CONTRACTOR:**

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

9
10 ~~CONTRACTOR: Orange County Association for Mental Health~~

11 ~~dba Mental Health Association of Orange County~~
12 ~~1971 East 4th Street, Suites 130A~~
13 ~~Santa Ana, CA 92705~~
14 ~~Contact Name: Jeffery Thrash, Chief Executive Officer~~
15 ~~Contact Email: thrash@mhaoc.org~~

16
17 **- ACRONYMS**

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

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

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

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

23 B. AIDS Acquired Immune Deficiency Syndrome

24 C. ARRA American Recovery and Reinvestment Act of 2009

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

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

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

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

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

~~**ALTERATION OF TERMS**~~

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

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

~~**ASSIGNMENT OF DEBTS**~~

~~Unless this Agreement is followed without interruption by another Agreement between the Parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons~~

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1 receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of
2 the respective Parties, specifying the date of assignment, the County of Orange as assignee, Women,
3 Infants and the address to which payments are to be sent. Payments received by CONTRACTOR from
4 or on behalf of said persons, shall be immediately given to COUNTY. Children

5 ~~—~~ COMPLIANCE

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

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

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

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

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

32 ~~— 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any~~
33 ~~Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR~~

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

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

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

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

31 ~~2. An Ineligible Person shall be any individual or entity who:~~
 32 ~~a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal~~
 33 ~~and state health care programs; or~~

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

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

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

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

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

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

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

~~1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~**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.~~

~~B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and~~

1 all information and records which may be obtained in the course of providing such services. This
2 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
3 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
4 consultants, subcontractors, volunteers and interns.

5 ~~**CONFLICT OF INTEREST**~~

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

11 ~~**COST REPORT**~~

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

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

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

29 ~~b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~

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

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

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

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

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

~~E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly~~

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1 ~~payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such~~
2 ~~payment does not exceed the Maximum Obligation of COUNTY.~~

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

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

10 _____ Signed _____

11 _____ Name _____

12 _____ Title _____

13 _____ Date _____"

14
15 ~~**DEBARMENT AND SUSPENSION CERTIFICATION**~~

16 ~~A. CONTRACTOR certifies that it and its principals:~~

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

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

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

29 ~~4. Have not within a three year period preceding this Agreement had one or more public~~

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1 ~~transactions (federal, state, or local) terminated for cause or default.~~

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

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

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

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

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

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

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

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31 ~~2. If CONTRACTOR is a for profit organization, any change in the business structure,~~
32 ~~including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of~~

~~CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.~~

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

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

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

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

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

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

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

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

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

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

X. DISPUTE RESOLUTION

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

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

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

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

~~C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall~~

1 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision
2 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
3 decision adverse to CONTRACTOR's contentions.

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

11 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

21 **XII. EQUIPMENT**

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

1 to GAAP.

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

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

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

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

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

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

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

~~— FACILITIES, PAYMENTS AND SERVICES~~

~~— A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance~~
~~with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.~~

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

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~~**INDEMNIFICATION AND INSURANCE**~~

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

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

~~— C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less~~

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1 ~~than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the~~
2 ~~obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and~~
3 ~~to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance~~
4 ~~must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by~~
5 ~~COUNTY representative(s) at any reasonable time.~~

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

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

15 #

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

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

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

23 ~~— F. QUALIFIED INSURER~~

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

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

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

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

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- H. REQUIRED COVERAGE FORMS**
- ~~The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.~~
 - ~~The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.~~
- I. REQUIRED ENDORSEMENTS**
- ~~The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:~~

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

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

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

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

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

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

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

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

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

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

~~_____ O. The Commercial General Liability policy shall contain a "severability of interests" clause also~~

1 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

19 ~~— U. SUBMISSION OF INSURANCE DOCUMENTS~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~C. AUDIT RESPONSE~~

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

1 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
2 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
3 is not received within said sixty (60) calendar days, COUNTY may,
4 #
5 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
6 amount not to exceed the reimbursement due COUNTY.

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

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

14 **XVI. LICENSES AND LAWS**

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

23 ~~— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

32 ~~a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security~~

1 ~~number, and residence address;~~

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

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

8 #

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

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

26 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR
27 FOLDER(S)\ADULT\OUTPATIENT\OUTPATIENT MH\042-20010355 SSI OUTREACH\FY 2022-23\K
DEVELOPMENT\REDLINE FOR AMENDMENT NO. 1 SSI SERVICES.DOCXOCA09MHKK22

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

~~Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~

~~**LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**~~

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

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

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

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

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

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

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

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

~~A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and~~

1 ~~State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal~~
2 ~~or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”~~
3 ~~paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in~~
4 ~~any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals~~
5 ~~providing services pursuant to this Agreement be paid no less than the greater of the federal or California~~
6 ~~Minimum Wage.~~

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

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

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16 **XX. NONDISCRIMINATION**

17 **A. EMPLOYMENT**

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

1 provision of benefits.

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

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

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

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

- 1 ~~1. Denying a Client or potential Client any service, benefit, or accommodation.~~
- 2 ~~2. Providing any service or benefit to a Client which is different or is provided in a different~~
- 3 ~~manner or at a different time from that provided to other Clients.~~
- 4 ~~3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by~~
- 5 ~~others receiving any service and/or benefit.~~
- 6 ~~4. Treating a Client differently from others in satisfying any admission requirement or~~

1 ~~condition, or eligibility requirement or condition, which individuals must meet in order to be provided~~
2 ~~any service and/or benefit.~~

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

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

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

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

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

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

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

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

32 ~~F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state~~
33 ~~law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR~~
34 ~~shall be liable for all costs incurred by the County in connection with the enforcement of this Agreement.~~

1 or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY
2 funds.

3 ~~NOTICES~~

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

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

9 ~~2. When faxed, transmission confirmed;~~

10 ~~3. When sent by Email; or~~

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

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

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

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

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24 #
25 #

26 ~~NOTIFICATION OF DEATH~~

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

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

~~1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by~~

1 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
2 pursuant to this Agreement; notice need only be given during normal business hours.

3 ~~2. WRITTEN NOTIFICATION~~

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

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

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

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

16 ~~NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

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

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

24 ~~RECORDS MANAGEMENT AND MAINTENANCE~~

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

28 #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESEARCH AND PUBLICATION

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

~~**REVENUE**~~

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

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

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

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

~~**XXVII. SEVERABILITY**~~

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

~~**SPECIAL PROVISIONS**~~

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

1 purposes:

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

3 ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications~~
 4 ~~and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use~~
 5 ~~of appropriated funds to influence certain federal contracting and financial transactions).~~

6 ~~3. Fundraising.~~

7 ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
 8 ~~CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of~~
 9 ~~Directors or governing body.~~

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

12 #

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

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

19 ~~8. Severance pay for separating employees.~~

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

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

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

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

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

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

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

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

33 ~~7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds~~

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1 (~~matching~~).

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

4 ~~**XXIX. STATUS OF CONTRACTOR**~~

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

13 ~~**TERM**~~

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

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

20 ~~**TERMINATION**~~

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

22 ~~B.~~

23 ~~6. Paragraph XXXI. Termination, is deleted in its entirety and replaced with the following:~~

24 CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
25 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the

1 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
 2 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
 3 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
 4 resolved and/or the Agreement could be terminated.

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

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

- 11 1. The loss by CONTRACTOR of legal capacity.
- 12 2. Cessation of services.
- 13 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 14 another entity without the prior written consent of COUNTY.
- 15 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 16 required pursuant to this Agreement.

17 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
 18 this Agreement.

19 6. The continued incapacity of any physician or licensed person to perform duties required
 20 pursuant to this Agreement.

21 7. Unethical conduct or malpractice by any physician or licensed person providing services
 22 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
 23 removes such physician or licensed person from serving persons treated or assisted pursuant to this
 24 Agreement.

25 E.C. CONTINGENT FUNDING

- 26 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 27 a. The continued availability of federal, state and county funds for reimbursement of
 COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 approved by the Board of Supervisors.
- 28 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 29 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
 30 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated

1 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

~~H.F.~~ COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days'

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1 written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not
2 be exclusive, and are in addition to any other rights and remedies provided by law or under this
3 Agreement.

4 **XXXII. THIRD PARTY BENEFICIARY**

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

8 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

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

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1 ~~of California.~~

2 ~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA~~

3 ~~MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~

6 BY: _____ DATED: _____

9 TITLE: _____

13 ~~COUNTY OF ORANGE~~

15 BY: _____ DATED: _____

16 ~~HEALTH CARE AGENCY~~

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

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

22 **SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

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

Contractor: Orange County Association for Mental Health dba Mental Health Association of Orange County

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel

~~Orange County, California OFFICE OF THE COUNTY COUNSEL~~

~~ORANGE COUNTY, CALIFORNIA~~

~~BY: _____ DATED: _____~~

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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~~DEPUTY~~

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

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

1
2 _____ Deputy County Counsel
3 Print Name Title
4 _____
5 Signature Date

6 EXHIBIT A-1
7 TO AGREEMENT FOR PROVISION OF
8 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES
9 BETWEEN
10 COUNTY OF ORANGE
11 AND
12 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
13 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
14 JULY 1, ~~2019~~2022 THROUGH JUNE 30, ~~2022~~2023

13 **I. BUDGET**

14 ~~A.~~ A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph ~~of~~in
15 this
16 Exhibit A-1 to the Agreement and the following ~~budgets~~budget, which are set forth for informational
17 purposes only ~~and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and~~
18 ~~CONTRACTOR.~~

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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ADMINISTRATIVE COST

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4 4 1
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9 9 3
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Indirect Costs

~~\$ 47,796~~55,000
~~\$ 47,796~~55,000

SUBTOTAL ADMIN ADMINISTRATIVE COST

PROGRAM COST

Salaries

Benefits

~~\$ 244,027~~256,658
46,365 50,830

1				3 3 7
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3				5 5 9
4				5
5				6 6 1
6				3 3 9
7	Services and Supplies			1 1 0
8				6 6 1
9				5 5 9
10				3 3 5
11				<u>63,653,700</u>
12				9
13				\$ 354,045,376,841
14				3 3 1
15				5 5 7
16				4 4 0
17	SUBTOTAL PROGRAM COST			7 7 6
18				0 0 2
19				4 4 7
20				5 5 1
21				3
22				5
23				\$ \$ \$
24				4 4 1
25				0 0 7
26				1 1 2
27	TOTAL COST			7 7 0
28				8 8 5
29				4 4 7
30				1 1 5
31				2
32				\$ 401,431,841
33				3

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1					
2	REVENUE				
3				\$	\$
4				4	4
5				0	0
6	County General Funds COUNTY Discretionary			1	1
7				1	1
8				1	1
9				1	1
10				1	1
11				1	1
12				1	1
13	TOTAL REVENUE			1	1
14				1	1
15				1	1
16				1	1
17				1	1
18				1	1
19				1	1
20				1	1
21	TOTAL BUDGET AMOUNT NOT TO EXCEED			1	1
22				1	1
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EXHIBIT A

26 \\OCHCA\HCASHARES\CONTRACTS I\BH K MGMT\BH VENDOR
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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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

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

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

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

II. 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 Agreement.

- 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the

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1 entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and
2 frequency and duration that is consistent with each Client’s level of impairment and treatment goals and consistent
3 with individualized, solution-focused, evidenced-based practices.

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

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

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

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

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

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

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

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

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

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1 8. CAT means Centralized Assessment Team and provides 24 hour mobile response services to any
2 adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families
3 in providing crisis intervention services for the mentally ill. CAT is a
4 //
5 multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
6 management, linkage, follow ups for individuals evaluated.

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

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

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

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

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

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

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

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

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

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

3 //

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

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

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

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

15 18. FSP

16 a. FSP means Full Service Partnership and refers to a type of program described by the State in the
17 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full partner in the
18 development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model,
19 with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the
20 Client, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse,
21 marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Client to staff
22 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service
23 delivery. Services will include, but not be limited to, the following:

- 24 1) Crisis management;
- 25 2) Housing Services;
- 26 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 27 4) Community-based Wraparound Recovery Services;
- 5) Vocational and Educational services;
- 6) Job Coaching/Developing;
- 7) Client employment;
- 8) Money management/Representative Payee support;
- 9) Flexible Fund account for immediate needs;
- 10) Transportation;

- 1 11) Illness education and self-management;
- 2 12) Medication Support;
- 3 13) Co-occurring Services;
- 4 14) Linkage to financial benefits/entitlements;
- 5 15) Family and Peer Support; and
- 6 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 e. Medication Support Services means those services provided by a licensed physician, registered
 23 nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of
 24 psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These
 services also include evaluation and documentation of the clinical justification and effectiveness for use of the
 25

1 medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent,
2 providing medication education and plan development related to the delivery of the service and/or assessment of
3 the beneficiary.

4 f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or
5 restoring a Client's or group of Clients' functional skills, daily living skills, social and
6 //
7 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication
8 education.

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

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

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

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

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

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

29 32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be
30 using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to
31 their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS
32 is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating
33 members. The scale will be used to create a map of the system by determining which milestone(s) or level of

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1 Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and
2 services offered by COUNTY.

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

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

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

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

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

20 38. Pharmacy Benefits Manager means the organization that manages the medication benefits that are
21 given to Clients that qualify for medication benefits.

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

27 40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
28 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological
29 Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section
30 575.2. The waiver may not exceed five (5) years.

31 41. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or
32 Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours

1 for licensing. An individual's registration is subject to regulations adopted by the BBS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$ 33,487 per month for Period One, Period Two, and-Period Three and \$35,987 for Period Four. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed the Maximum Obligation for each Period as noted in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

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

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

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

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

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

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

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

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

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

6 **IV. REPORTS**

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

9 B. FISCAL

10 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR.
11 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and
12 revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit B to the Agreement.
13 Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received
14 by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported.
15 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an
16 extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

23 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These
24 reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the
25 actual FTEs of the positions stipulated in the Staffing Paragraph of this
26 Exhibit B to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
27 termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will
28 be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
29 reported.

30 D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a
31 form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later
32 than the twentieth (20th) day following the end of the month being reported.

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1 than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified.
2 Programmatic reports will include the Monthly Services Report in which service and performance measures shall
3 be reported in five (5) categories: total number of applications submitted, number of applications approved, number
4 of applications denied, number of applications pending, and program changes. This report shall be submitted as
5 directed by ADMINISTRATOR by the twentieth (20th) day of the month following the month being reported.

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

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

12 **V. SERVICES**

13 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements for a
14 professional office environment for the provision of a Supplemental Security Income (SSI) Outreach Services
15 Program, for exclusive use by COUNTY at the following location, or any other location approved, in advance, in
16 writing, by ADMINISTRATOR:

17 1971 E. 4th Street, Suite ~~130A~~130B
18 Santa Ana, CA 92705

- 19 1. The facility shall:
20 a. Include a space which can be used for the SSI Outreach Team staff to meet with Clients.
21 b. Have accessible parking for Clients, including spaces for persons with disabilities.
22 c. Be located in a location that is readily accessible by public transportation and accessible to
23 persons with disabilities.

24 2. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject to
25 written approval by ADMINISTRATOR.

26 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday schedule,
27 unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is encouraged to
28 provide the aforementioned services on holidays, whenever possible.

29 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to adults, age
30 eighteen (18) and older, who present with a serious and persistent mental illness and who have been referred or
31 approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the language

1 preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who are dually diagnosed
2 or older adults (over 60 years of age).

3 C. SSI OUTREACH SERVICES

4 1. CONTRACTOR shall provide SSI outreach assistance and support to Clients who present with a
5 serious and persistent mental illness by assisting Clients to apply for SSI Benefits and ~~representing~~may represent
6 Clients in court to appeal denials of benefits. ~~A minimum of~~Up to two hundred (200) Clients will be served for
7 each of the reporting period of this Agreement. The SSI Outreach Team will receive client referrals from
8 COUNTY-operated and COUNTY-contracted programs, and designated hospitals. Clients will be assisted with
9 completing the necessary paperwork and compiling supporting documentation. The SSI Outreach Team will be
10 responsible to be knowledgeable of the current and pending requirements for the SSI application and approval
11 process at all times.

12 2. For each Client referred for assistance with the SSI application process, CONTRACTOR shall contact
13 applicable COUNTY-operated and COUNTY-contracted program staff within 2-5 business
14 //
15 days after receiving the referral to discuss the case, the case process, and what will be required to proceed with the
16 application and achieve an approval by SSA.

17 3. CONTRACTOR shall maintain contact with program staff during the entire process through
18 completion, as required, to discuss any issues that may arise with the case, and to identify any additional information
19 required, obtain clarification or context needed, and whether any further supporting evidence is required.

20 4. Should any behavioral issues with the Client arise during the case process that may impact or impede
21 the process, CONTRACTOR shall contact the applicable program staff to resolve the issue.

22 5. Upon successful completion of the case, and application approval by SSA, CONTRACTOR shall
23 contact referring program staff to determine if there are any additional questions they or the Client may have after
24 receiving benefits, including any need for the Client to work with a Representative Payee to assist them with
25 managing their benefits. After the client has been approved by SSA, CONTRACTOR shall make themselves
26 available to client and referral source to answer any questions; CONTRACTOR shall discharge client within ~~90~~
27 ~~days after approval from SSA~~three to six months after approval from SSA, to ensure Client has received their
check and to be available to answer any additional questions Clients or treatment staff may have.

28 6. CONTRACTOR shall, on ~~a routine and~~an as needed basis, provide training to referring sources,
29 individual consultation, monthly in-service presentations, training, and materials regarding the eligibility
30 requirements and the application process. Referral source program staff may include, but not be limited to, Plan
31 Coordinators or Personal Service Coordinators, Service Chiefs, ~~and physicians~~physicians, community case
workers, and social workers. CONTRACTOR may also accept referrals from shelter providers, Board and Care

1 providers, Homeless Court, and other sources as approved by County, if it has been determined that it may be able
2 to assist these sources with Special Circumstance Cases.

3 7. CONTRACTOR may authorize staff to work remotely should environmental conditions exist that
4 would be in the best interest for staff to work from a remote location. CONTRACTOR shall notify
5 ADMINISTRATOR in writing of any plans for staff to work remotely, and the anticipated duration of remote
6 operations.

7 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual client which
8 shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by
9 various personnel in sufficient detail to permit an evaluation of services. CONTRACTOR shall use COUNTY
10 charting procedures regarding the use of forms and organization of documentation in the clients' records.

11 1. COUNTY may provide CONTRACTOR with copies of relevant database information which may
12 include psychiatric and psychosocial histories, community functioning evaluations, coordination plans, service
13 plans, medication records, and progress notes.

14 2. CONTRACTOR shall retain a complete and true copy of any client record created by
15 CONTRACTOR.

16 3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws governing
17 these records.

18 E. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to
19 ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps prior to accepting any
20 client Admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum
21 for updates. Policies will include but not limited to the following:

- 22 1. SSI Application and Approval Process
- 23 2. Quality Management/Performance Outcomes
- 24 3. Personnel/In-service Training
- 25 4. Code of Conduct/Compliance
- 26 5. Mandated Reporting

27 F. CONTRACTOR shall develop and provide an initial and on-going training module to be used for staff
development and training that includes but is not limited to the following:

- 28 1. Orientation to the program's goals, P&Ps
- 29 2. Training on subjects as required by state regulations
- 30 3. SSI application and approval process

31 G. CONTRACTOR shall develop and provide, during the first month of the contracting period, a SSI User's
32 Manual to be used as a reference document by all staff that refer clients to CONTRACTOR for SSI benefits. The
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1 User's Manual shall be reviewed and approved by ADMINISTRATOR prior to distribution.

2 H. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of
3 HHS under HIPAA of 1996 for health care providers.

4 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to
5 identify themselves in HIPAA standard transactions. The NPI is assigned for life.

6 2. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a
7 NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR
8 shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as
9 they are available.

10 I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service
11 provided under this Agreement to individuals who are covered by Medi-Cal and have not previously received
12 services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the
13 COUNTY, as the MHP, to any individual who received services under the Agreement.

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

18 K. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

19 1. Case conferences, as requested by ADMINISTRATOR.

20 2. Quarterly COUNTY management meetings with ADMINISTRATOR, or more frequent if required,
21 to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily
22 in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress,
23 compliance with P&Ps, review of statistics and services;

24 3. Clinical staff training for individuals, if applicable, conducted by CONTRACTOR and/or COUNTY.

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

27 M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording,
and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to
subcontractors, the Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to
perform all delegated responsibilities, including but not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this
program;

2. Maximize the use of the allocated funds;

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EXHIBIT A

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

- 3. Ensure timely and accurate reporting of monthly expenditures;
- 4. Maintain appropriate staffing levels;
- 5. Request budget and/or staffing modifications to the Agreement;
- 6. Effectively communicate and monitor the program for its success;
- 7. Track and report expenditures electronically;
- 8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
- 9. Act quickly to identify and solve problems.

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

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

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

Q. ADMINISTRATOR shall provide a written copy of all assessments completed on clients referred for Admission to CONTRACTOR.

R. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client-related services provided by, or under contract with, the COUNTY as identified in the HCA's P&Ps.

S. PERFORMANCE OUTCOMES

1. CONTRACTOR shall assist Clients in the preparation and submission of SSI applications to obtain a minimum of a ninety percent (90%) approval rate in achieving entitlement benefits.

2. CONTRACTOR shall assist Clients in the preparation and submission of SSI Special Circumstance Cases to obtain a minimum of an eight-five percent (85%) approval rate in achieving entitlement benefits.

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

#

VI. STAFFING

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

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that

1 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents
 2 of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other
 3 applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as
 4 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
 5 physically challenged.

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

9 D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the COUNTY's New
 10 Provider Training.

11 E. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual
 12 Compliance Training.

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

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

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

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

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
DIRECT PROGRAM	<u>FTE</u>		
Program Director	1.00	1.00	1.00
SSI Outreach Specialists <u>Specialist</u>	3.00	3.00	3.00

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1	Program Assistant	1.00	1.00	1.00
2	<u>TOTAL PROGRAM FTEs</u>	<u>5.00</u>		
3	TOTAL PROGRAM FTEs	5.00	5.00	5.00
4	TOTAL CONTRACT FTEs	5.00	5.00	5.00

6 J. WORKLOAD STANDARDS – CONTRACTOR shall achieve a minimum of a ninety percent (90%)
 7 overall approval rate for SSI applications submitted to the SSA, and an eighty-five (85%) approval rate for SSI
 8 Special Circumstances applications submitted to the SSA, as specified in the Services Paragraph of this Exhibit A
 9 to the Agreement.

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

14 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
 15 Paragraph of this Exhibit A to the Agreement.

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ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH

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~~EXHIBIT B~~
~~TO AGREEMENT FOR PROVISION OF~~
~~SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA~~
~~MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~**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 Paragraphs of Exhibit A and B to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (“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 the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.~~

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

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

~~5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA~~

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1 ~~regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by~~
2 ~~other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.~~

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

10 ~~B. DEFINITIONS~~

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

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

17 ~~a. Breach excludes:~~

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

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

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

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

33 ~~1) The nature and extent of the PHI involved, including the types of identifiers and the~~

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1 ~~likelihood of re-identification;~~

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

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

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

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

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

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

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

9 ~~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).~~

10 ~~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.~~

11 ~~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.~~

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

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

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

15 ~~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.~~

16 ~~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.~~

17 ~~15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in~~

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1 ~~45 CFR § 160.103.~~

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

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

8 ~~18. "Use" shall have the meaning given to such term under the HIPAA regulations in~~
9 ~~45 CFR § 160.103.~~

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

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

14 #

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

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

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

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

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

32 ~~7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a~~
33 ~~written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual~~

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1 in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with
2 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall
3 provide such information in an electronic format.

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

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

13 ~~10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to~~
14 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,~~
15 ~~and to make information related to such Disclosures available as would be required for COUNTY to~~
16 ~~respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with~~
17 ~~45 CFR § 164.528.~~

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

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

26 ~~13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by~~
27 ~~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 Agreement, if~~
~~CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may~~
~~terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or~~

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1 ~~requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made~~
 2 ~~in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.~~
 3 ~~COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate~~
 4 ~~the Agreement.~~

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

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

22 ~~#~~

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

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

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

31 ~~D. SECURITY RULE~~

32 ~~1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and~~
 33 ~~maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~

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35 EXHIBIT B

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

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

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

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

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

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

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

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

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

~~E. DATA SECURITY REQUIREMENTS~~

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~~1. Personal Controls~~

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

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

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

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

~~2. Technical Security Controls~~

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

~~b. Server Security. Servers containing unencrypted PHI COUNTY discloses to~~

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~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.~~

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

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

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

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

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

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1 #

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

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

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

10 ~~_____ 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.~~

13 ~~_____ 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.~~

16 ~~_____ 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.~~

22 ~~_____ 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.~~

24 ~~_____ m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~

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1 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
2 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
3 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
4 access, file transfer, and E-Mail.

4 #

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

8 ~~_____ 3. Audit Controls~~

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

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

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

18 ~~_____ 4. Business Continuity/Disaster Recovery Control~~

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

23 ~~_____ b. Data Backup Plan. CONTRACTOR must have established documented procedures to~~
24 ~~backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule~~
25 ~~for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount~~

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1 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
2 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the
3 application owner) must merge with the DRP.

4 ~~5. Paper Document Controls~~

5 ~~a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR~~
6 ~~creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended~~
7 ~~at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that~~
8 ~~information is not being observed by an employee authorized to access the information.~~

9 #
10 Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be
11 checked in baggage on commercial airplanes.

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

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

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

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

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

33 ~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is~~

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

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

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

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

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

~~H. PROHIBITED USES AND DISCLOSURES~~

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

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

~~I. OBLIGATIONS OF COUNTY~~

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

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

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

~~4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would~~

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1 ~~not be permissible under the HIPAA Privacy Rule if done by COUNTY.~~

2 ~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

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

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

24 #



~~EXHIBIT C~~

~~TO AGREEMENT FOR PROVISION OF~~

~~SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA~~

~~MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~

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

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

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

~~A. DEFINITIONS~~

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

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

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

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

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

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

~~7. "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 regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.~~

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

~~B. TERMS OF AGREEMENT~~

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

~~2. Responsibilities of CONTRACTOR~~

~~CONTRACTOR agrees:~~

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

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

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~~EXHIBIT C~~

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~~information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current policies upon request.~~

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

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

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

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

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

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

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~~EXHIBIT C~~

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

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

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

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

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