

1 CONTRACT FOR PROVISION OF
2 IN-HOME CRISIS STABILIZATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
7 JULY 1, 2026 THROUGH JUNE 30, 2028

8
9 THIS CONTRACT entered into this 1st day of July 2026, (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and
11 THE PROIRITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC., a
12 California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
13 referred to herein as "Party" or collectively as "Parties". This Contract shall be administered by the
14 Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

15
16 **W I T N E S S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of In-Home Crisis
19 Stabilization Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2026 through June 30, 2028

Period One means the period from July 1, 2026 through June 30, 2027

Period Two means the period from July 1, 2027 through June 30, 2028

Amount Not to Exceed:

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

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

TOTAL AMOUNT NOT TO EXCEED: \$5,540,000

Basis for Reimbursement: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: VBZFQRJXH4

CONTRACTOR TAX ID Number: 33-0013237

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: The Priority Center, Ending the Generational Cycle of Trauma, Inc.
1932 E. Deere Ave., Ste 240
Santa Ana, CA 92705
Bill Tornquist, Chief Program Officer
Btornquist@theprioritycenter.org

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I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. ARRA	American Recovery and Reinvestment Act of 2009
6	C. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
7	D. ASI	Addiction Severity Index
8	E. BHIP	Behavioral Health Integrated Plan
9	F. CCC	California Civil Code
10	G. CCR	California Code of Regulations
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. COI	Certificate of Insurance
15	L. CSW	Clinical Social Worker
16	M. D/MC	Drug/Medi-Cal
17	N. DHCS	California Department of Health Care Services
18	O. DRS	Designated Record Set
19	P. ePHI	Electronic Protected Health Information
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HHS	Federal Health and Human Services Agency
24	U. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
25		Law 104-191
26	V. HSC	California Health and Safety Code
27	W. IRIS	Integrated Records and Information System
28	X. ISO	Insurance Services Office
29	Y. LCSW	Licensed Clinical Social Worker
30	Z. LPT	Licensed Psychiatric Technician
31	AA. LVN	Licensed Vocational Nurse
32	AB. MFT	Marriage and Family Therapist
33	AC. MHP	Mental Health Plan
34	AD. MHSA	Mental Health Services Act
35	AE. MIHS	Medical and Institutional Health Services
36	AF. NOA	Notice of Action
37	AG. NPI	National Provider Identifier

1	AH. NPP	Notice of Privacy Practices
2	AI. OIG	Federal Office of Inspector General
3	AJ. OMB	Federal Office of Management and Budget
4	AK. OPM	Federal Office of Personnel Management
5	AL. PC	California Penal Code
6	AM. PHI	Protected Health Information
7	AN. PII	Personally Identifiable Information
8	AO. PRA	California Public Records Act
9	AP. QIC	Quality Improvement Committee
10	AQ. SIR	Self-Insured Retention
11	AR. SSA	Social Services Agency
12	AS. TAY	Transitional Age Youth
13	AT. TBS	Therapeutic Behavioral Services
14	AU. USC	United States Code
15	AV. WIC	State of California Welfare and Institutions Code
16	AW. WOC	Wraparound Orange County

17
18 **II. ALTERATION OF TERMS**

19 A. This Contract, together with Exhibit(s) A, B, C, D and E attached hereto and incorporated
20 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
21 subject matter of this Contract.

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

26
27 **III. AMOUNT NOT TO EXCEED**

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

31 B. ADMINISTRATOR may amend the Amount Not to Exceed by an amount not to exceed ten
32 percent (10%) of Period One funding for this Contract.

33
34 **IV. ASSIGNMENT OF DEBTS**

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

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

5 6 **V. COMPLIANCE**

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

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

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

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

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

33 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
34 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
35 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
36 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
37 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable

1 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed
2 compliance program and code of conduct contain all required elements to ADMINISTRATOR's
3 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.
4 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
5 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's
6 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
7 determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

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

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

36 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
37 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its

1 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of
2 California health programs and have not been excluded or debarred from participation in any federal or
3 state health care programs, and to further represent to CONTRACTOR that they do not have any
4 Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
36 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
37 //

1 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
2 §1810.410.subds.(c)-(d).

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

9 10 **VI. CONFIDENTIALITY**

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

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

18 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
19 consents for the release of information from all persons served by CONTRACTOR pursuant to this
20 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
21 2.6, relating to confidentiality of medical information.

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

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

32 33 **VII. CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
35 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
36 shall apply to CONTRACTOR's officers, directors, employees, agents, and subcontractors associated
37 with the provision of goods and services provided under this Contract. CONTRACTOR's efforts shall

1 include, but not be limited to, establishing rules and procedures preventing its employees, agents, and
 2 subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations
 3 which could be deemed to influence or appear to influence COUNTY staff or elected officers in the
 4 performance of their duties. CONTRACTOR shall notify COUNTY, in writing, of any potential or actual
 5 conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period
 6 of, Contract performance, including, but not limited to, whether any known county public officer's child
 7 is an officer or director, or has an ownership interest of ten (10) percent or more in, CONTRACTOR.
 8 While CONTRACTOR must provide this information without prompting from COUNTY any time there
 9 is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY
 10 upon request by COUNTY. County of Orange Board of Supervisors policy prohibits its employees from
 11 engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this
 12 Contract, employ any County employee for any purpose.

13
 14 **VIII. COST RECONCILIATION REPORT**

15 A. CONTRACTOR shall submit Cost Reconciliation Report to COUNTY no later than sixty (60)
 16 calendar days following termination of this Contract.

17 1. As indicated in Exhibit A, Paragraph III. Payments, Medi-Cal Reimbursement Rates, the
 18 Cost Reconciliation Report shall be for approved claims. Costs of Medi-Cal services shall not exceed the
 19 negotiated rate as specified in this Contract. CONTRACTOR shall prepare the Cost Reconciliation
 20 Report in accordance with all applicable federal, state and COUNTY requirements, and the Special
 21 Provisions Paragraph of this Contract.

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

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

30 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 31 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate
 32 and complete Cost Reconciliation Report is delivered to ADMINISTRATOR.

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

36 4. In the event that CONTRACTOR does not submit an accurate and complete Cost
 37 Reconciliation Report within one hundred and eighty (180) calendar days following the termination of

1 this Contract, and CONTRACTOR has not entered into a subsequent or new contract for any other
2 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
3 Contract shall be immediately reimbursed to COUNTY.

4 B. The Cost Reconciliation Report shall be the final financial and statistical report submitted by
5 CONTRACTOR to COUNTY and shall serve as the basis for final settlement to CONTRACTOR. The
6 Cost Reconciliation Report shall be the final financial record for subsequent audits, if any.

7 C. Final settlement shall be based upon the approved claims, as detailed in Exhibit A, Paragraph III.
8 Payments, less applicable revenues and any late penalty, not to exceed COUNTY's Total Amount Not to
9 Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not
10 claim claims to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY
11 laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
12 subsequently determined to have been for unreimbursable claims, shall be repaid by CONTRACTOR to
13 COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission
14 of the Cost Reconciliation Report or COUNTY may elect to reduce any amount owed CONTRACTOR
15 by an amount not to exceed the reimbursement due COUNTY.

16 D. If the Cost Reconciliation Report indicates the approved claims provided pursuant to this
17 Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
18 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
19 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
20 Cost Reconciliation Report. If such reimbursement is not made by CONTRACTOR within thirty (30)
21 calendar days after submission of the Cost Reconciliation Report, COUNTY may, in addition to any
22 other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the
23 reimbursement due COUNTY.

24 E. If the Cost Reconciliation Report indicates the State-approved claims provided pursuant to this
25 Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
26 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
27 payment does not exceed the Total Amount Not to Exceed of COUNTY.

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

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

37 //

Signed _____
 Name _____
 Title _____
 Date _____”

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this Contract without the prior express written consent of COUNTY shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this

1 paragraph shall be void. In the event that CONTRACTOR is authorized by COUNTY to subcontract,
 2 this Contract shall take precedence over the terms of the agreement between CONTRACTOR and
 3 subcontractor, and any agreement between CONTRACTOR and a subcontractor shall incorporate by
 4 reference the terms of this Contract. CONTRACTOR shall remain responsible for the performance of
 5 this Contract and indemnification of COUNTY notwithstanding COUNTY's consent to
 6 CONTRACTOR's request for approval of a subcontractor. Under no circumstances shall COUNTY be
 7 required to directly monitor the performance of any subcontractor. All work performed by a
 8 subcontractor must be monitored by CONTRACTOR and must meet the approval of the County of
 9 Orange pursuant to the terms of this Contract.

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

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

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

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

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

37 //

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

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

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

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

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

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

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

24 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
25 with respect to name changes that do not require an assignment of the Contract.

26 E. Notification of Litigation, Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY,
27 in writing within twenty-four (24) hours of occurrence, the following:

28 1. Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY,
29 or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract.
30 While CONTRACTOR is required to provide this information without prompting from COUNTY, any
31 time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an
32 update to COUNTY whenever requested by COUNTY.

33 2. Any accident or incident relating to services performed under this Contract that involves
34 injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR
35 and/or COUNTY.

36 3. Any third-party claim or lawsuit filed against CONTRACTOR arising from or relating to
37 services performed by CONTRACTOR under this Contract.

1 4. Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

2 5. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY
3 property, monies or securities entrusted to CONTRACTOR under the term of this Contract.

4 6. Any Notice of Contract Breach, or equivalent, received from any entity for whom
5 CONTRACTOR is providing the same or similar services, under a written contract, regardless of service
6 location or jurisdiction.

7 F. CONTRACTOR must notify COUNTY in writing: (1) within thirty (30) calendar days of
8 CONTRACTOR being placed on a corrective action plan by COUNTY or any other government entity
9 or private organization; (2) within ninety (90) calendar days of a lien attaching to real property and/or
10 personal property related to the Contract or CONTRACTOR's performance under the Contract. While
11 CONTRACTOR must provide the required notice without prompting from COUNTY, CONTRACTOR
12 must provide an update of this information to COUNTY upon COUNTY's request.

13 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37

1 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
2 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
3 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
4 agree to waive any and all rights to request that an action be transferred for adjudication to another
5 county.

6 7 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 18 **XIII. EQUIPMENT**

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

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

36 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
37 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to

1 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is
2 purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21 22 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

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

34 35 **XV. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
37 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special

1 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
2 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
3 including but not limited to personal injury or property damage, arising from or related to the services,
4 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
5 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
6 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
7 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
8 a jury apportionment.

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

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

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

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

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

36 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
37 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted

1 as though CONTRACTOR was an insurer and COUNTY was the insured.

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

4 F. QUALIFIED INSURER

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

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

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

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

37 H. REQUIRED COVERAGE FORMS

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

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

5 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

37 N. 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 O. Insurance certificates should be forwarded to the agency/department address listed in the
3 Referenced Contract Provisions of this Contract.

4 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
5 calendar days of notification by COUNTY, COUNTY may terminate the Contract immediately without
6 penalty.

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

11 R. 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,
14 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
15 to all legal remedies.

16 S. 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
18 this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

19 T. 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 Contract.
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 COUNTY at the address as specified in the
26 Referenced Contract Provisions of this Contract.

27 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
28 provisions stipulated in this Contract 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 contracts between COUNTY and CONTRACTOR until such time that the
32 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
33 submitted to ADMINISTRATOR.

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

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

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
6

7 **XVI. INSPECTIONS AND AUDITS**

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

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

22 C. AUDIT RESPONSE

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

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

35 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
36 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
37 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

1 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
2 calendar days of receipt.

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

7 8 **XVII. LICENSES AND LAWS**

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

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

- 20 1. ARRA of 2009.
- 21 2. Trafficking Victims Protection Act of 2000.
- 22 3. WIC, Division 5, Community Mental Health Services.
- 23 4. WIC, Division 6, Admissions and Judicial Commitments.
- 24 5. WIC, Division 7, Mental Institutions.
- 25 6. HSC, §§1250 et seq., Health Facilities.
- 26 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 9. CCR, Title 17, Public Health.
- 29 10. CCR, Title 22, Social Security.
- 30 11. CFR, Title 42, Public Health.
- 31 12. CFR, Title 45, Public Welfare.
- 32 13. USC Title 42. Public Health and Welfare.
- 33 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 34 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 35 16. 42 USC §1857, et seq., Clean Air Act.
- 36 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 37 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

1 19. Policies and procedures set forth in Mental Health Services Act.

2 20. Policies and procedures set forth in DHCS Letters.

3 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

4 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
5 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6 23. 42 CFR, Section 438, Managed Care Regulations.

7 C. CONTRACTOR shall at all times be capable and authorized by the State of California to
8 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
9 terms of this Contract.

10 D. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
11 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
12 ADMINISTRATOR.

13 E. CONTRACTOR shall remain in compliance and in good standing, maintaining current and active
14 business entity and/or nonprofit registration status, with all applicable federal, state and local registration
15 requirements at the time of execution of the Contract through the duration of the term of the Contract,
16 and shall provide annual confirmation of current and active status to COUNTY through the term of the
17 Contract.

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

19 A. Any written information or literature, including educational or promotional materials, distributed
20 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this
21 Contract must be approved at least thirty (30) calendar days in advance and in writing by
22 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
23 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
24 and electronic media such as the Internet.
25

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

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

1 D. CONTRACTOR agrees that it will not issue any news releases or make any contact with the
2 media in connection with either the award of this Contract or any subsequent amendment of, or effort
3 under this Contract. CONTRACTOR must first obtain review and approval of said news media contact
4 from COUNTY through the County DPA. Any requests for interviews or information received by the
5 media should be referred directly to COUNTY. Contractors are not authorized to serve as a media
6 spokespersons for COUNTY projects without first obtaining permission from COUNTY.

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

9 10 **XIX. MINIMUM WAGE LAWS**

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

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

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

25 26 **XX. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

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

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

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

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

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

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

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

- 34 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 35 2. Providing any service or benefit to a Client which is different or is provided in a different
36 manner or at a different time from that provided to other Clients.
- 37 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by

1 others receiving any service and/or benefit.

2 4. Treating a Client differently from others in satisfying any admission requirement or
3 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
4 any service and/or benefit.

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

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

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

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

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

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

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

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

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

XXI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

7 8 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

16 17 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

XXV. RECORDS MANAGEMENT AND MAINTENANCE

1
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
3 this Contract, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with this Contract and all applicable requirements.

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

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

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

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

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

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

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

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

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

37 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out

1 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
2 information that is requested by the PRA request.

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

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

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

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

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

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

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

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

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

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

27 28 **XXVI. RESEARCH AND PUBLICATION**

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

32 33 **XXVII. REVENUE**

34 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
35 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
36 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
37 according to their ability to pay as determined by the State Department of Health Care Services'

1 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
2 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
3 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
4 because of an inability to pay.

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

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

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

16 **XXVIII. SEVERABILITY**

17
18 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
19 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
20 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
21 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
22 force and effect, and to that extent the provisions of this Contract are severable.

23 **XXIX. SPECIAL PROVISIONS**

24
25 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following
26 purposes:

- 27 1. Making cash payments to intended recipients of services through this Contract.
- 28 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
29 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
30 of appropriated funds to influence certain federal contracting and financial transactions).
- 31 3. Fundraising.
- 32 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
33 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
34 Directors or governing body.
- 35 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
36 for expenses or services.
- 37 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,

1 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 2 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

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

6 8. Severance pay for separating employees.

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

9 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

25
 26 **XXX. STATUS OF CONTRACTOR**

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

XXXI. TERM

1
2 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
3 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
4 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
5 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
6 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
7 reporting, and accounting.

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

XXXII. TERMINATION

10
11
12 A. CONTRACTOR shall meet all programmatic and administrative contracted objectives and
13 requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for
14 the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations,
15 and/or for non-compliance. If CAPs are not completed within timeframe as determined by
16 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
17 Contract could be terminated.

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

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

C. CONTINGENT FUNDING

- 34 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 35 a. The continued availability of federal, state and county funds for reimbursement of
36 COUNTY's expenditures, and
37

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

3 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
4 terminate or renegotiate this Contract effective immediately upon written notice given CONTRACTOR.
5 If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR
6 shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. CONTRACTOR may terminate this Contract, without cause, upon forty-five (45) calendar days
4 written notice.

5
6 **XXXIII. THIRD PARTY BENEFICIARY**

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

9
10 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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

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

5
6 Signed by:
7 BY: Bill Tomquist _____ DATED: 4/23/2026 _____
8 FCE4A54F535C46B...

9
10 TITLE: Chief Program Officer _____

11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

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

27
28 Signed by:
29 BY: Brittany McLean _____ DATED: 4/23/2026 _____
30 71CFE638662E411...
31 DEPUTY

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

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 IN-HOME CRISIS STABILIZATION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE PRIORITY CENTER, ENDING THE CYCLE OF GENERATIONAL TRAUMA, INC.
 8 JULY 1, 2026 THROUGH JUNE 30, 2028
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

15 B. Chorus is a HIPPA-compliant digital platform that delivers solutions for behavioral health and
16 care coordination, integrating with EHR systems to streamline workflows and linkage to community
17 resources.

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

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

24 E. Data Collection Reporting system (DCR) means the collection of State mandated data used for
25 the tracking and reporting of outcome data for Clients enrolled in FSP/W programs.

26 1. 3 M's means the Quarterly Assessment Form being completed for each Client every three
27 (3) months in the approved Data Collection System. It tracks changes in education, sources of financial
28 support, legal issues/designations, health status, substance abuse, and any other fields set forth by the
29 State and/or COUNTY. Must be completed not more than fourteen (14) calendar days prior to or thirty
30 (30) calendar days after the due date.

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

33 3. Key Event Tracking (KET) means the tracking of a Client's service movement and changes
34 in the approved Data Collection System. A KET must be completed following theDCR business rules
35 and entered accurately each time CONTRACTOR is reporting a change from previous Client status in
36 certain categories. The categories include: administrative status, residential status (including
37 //

1 | incarcerations and hospitalizations), employment, education, benefits acquisition, legal status,
2 | emergency interventions and any other fields set forth by the State or COUNTY.

3 | 4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as
4 | defined by the State and/or COUNTY) that must be completed in full and entered into the DCR system
5 | within thirty (30) calendar days of the Client's enrollment date. All DCR business rules regarding
6 | transferring and re-enrolling Clients must be followed and verified prior to entering a PAF in the
7 | system.

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

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

16 | H. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of California's
17 | implementation of the Federal child health component of Medicaid program which provides physical,
18 | mental, and developmental health services for children and young adults.

19 | I. Education Coordinator means an individual who is responsible for providing assistance and
20 | support with educational and vocational services as well as developing resources for those Clients that
21 | wish to further their education or training.

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

29 | K. Engagement means the process where a trusting relationship between CONTRACTOR's staff
30 | and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to
31 | link the Client to appropriate services within the community. Engagement of the Client is the objective
32 | of a successful Outreach.

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

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

4 N. Full Service Partnership/Wraparound (FSP/W) means a program model described in
5 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how
6 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients
7 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the
8 individual rather than the disease. It is culturally competent in-home, intensive, mental health care
9 coordination services that will address family needs across all life domains of the Client.

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

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

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

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

25 S. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system
26 that collects Clients' information such as registration, scheduled appointments, laboratory information
27 system, invoice and reporting capabilities, compliance with regulatory requirements, electronic medical
28 records, and other relevant applications.

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

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

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

6 W. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the
7 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
8 Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients.
9 The license must be current and in force and has not been suspended or revoked. Also, it is preferred
10 that the individual has at least one (1) year of experience treating children and TAY.

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

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

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

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

26 AB. Medi-Cal means the State of California's implementation of the federal Medicaid health care
27 program which pays for a variety of medical services for children and adults who meet eligibility
28 criteria.

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

31 AD. Mental Health Services means an individual or a group therapy and intervention being
32 provided to Clients that is designed to reduce mental disability and restores or improves daily
33 functioning. Mental Health Services must be consistent with goals of learning and development, as well
34 as independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
35 component of adult residential services, crisis residential treatment services, Crisis Intervention, crisis
36 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
37 limited to: Assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services

1 may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and
2 services may be provided anywhere in the community.

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

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

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

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

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

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

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

1 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
2 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment
3 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be
4 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in
5 the medical record must support Medical Necessity for these intensive services. Cases in which Clients
6 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more
7 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR
8 has to approve individuals that are delivering these intervention services to ensure they are qualified to
9 deliver these services.

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

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

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

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

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

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

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

4 AJ. Outcomes Analyst means an individual who ensures that an FSP program maintains a focus on
5 program outcomes and quality assurance of the data being reported. This individual is responsible for
6 reviewing outcome data and other collected information for accuracy and correcting any errors prior to
7 entering into the data capture system and again prior to exporting the files to COUNTY and State. The
8 Outcomes Analyst will analyze data and develop strategies for gathering new data from the Client's
9 perspective to improve FSP/W's understanding of Client's needs and desires towards furthering their
10 recovery. This individual will also provide feedback to the program and work collaboratively with the
11 employment specialist, education specialist, benefits specialist, and other staff in the program to
12 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and
13 tracking outcomes and other information. In addition, this position will be responsible for attending all
14 data and outcome related meetings and ensuring that the FSP/W is being proactive in all data collection
15 requirements and changes at the local and state levels.

16 AK. Outreach means linking potential Clients to appropriate Mental Health Services within the
17 community. Outreach activities will include educating the community about the services offered and
18 requirements for participation in the various mental health programs within the community. Such
19 activities may result in CONTRACTOR developing Referral sources for Clients from programs being
20 offered within the community.

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

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

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

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1 AN. Program Director means an individual who is responsible for all aspects of administration and
2 clinical operations of the mental health program, including development and adherence to the annual
3 budget. This individual also is responsible for the following: hiring, development and performance
4 management of professional and support staff, and ensuring mental health treatment services are
5 provided in concert with COUNTY and State rules and regulations.

6 AO. Protected Health Information (PHI) means individually identifiable health information usually
7 transmitted through electronic media. PHI can be maintained in any medium as defined in the
8 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
9 created or received by a covered entity and is related to the past, present, or future physical or mental
10 health or condition of an individual, provision of health care to an individual, or the past, present, or
11 future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

16 AX. Token means the security device which allows an end-user to access ADMINISTRATOR’s
 17 computer-based IRIS.

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

20 AZ. WOC means the wraparound program administered by COUNTY SSA and is available to
 21 children and transitional age youth who are returning from or being considered for placement in Group
 22 Homes.

23 BA. 5150 – 5150 is the number of the section of the Welfare and Institutions Code under California
 24 State Law which allows an adult who is experiencing a mental health crisis to be involuntarily detained
 25 for a 72-hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

26 BB. 5585 - 5585 is the number of the section of the Welfare and Institutions Code under California
 27 State Law which allows a minor who is experiencing a mental health crisis to be involuntarily detained
 28 for a 72- hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

30 **II. BUDGET**

31 A. COUNTY shall pay CONTRACTOR through a Fee for Service Structure in accordance with the
 32 Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for
 33 informational purposes only and may be adjusted by mutual agreement, in writing, by
 34 ADMINISTRATOR and CONTRACTOR.

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	PERIOD ONE	PERIOD TWO	TOTAL
REVENUE			
Federal Medi-Cal	\$2,770,000	\$2,770,000	\$5,540,000
TOTAL REVENUE	\$2,770,000	\$2,770,000	\$5,540,000
TOTAL AMOUNT NOT TO EXCEED	\$2,770,000	\$2,770,000	\$5,540,000

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

III. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR at the following rates of reimbursement; provided, however, the total of all payments to CONTRACTOR under this Contract shall not exceed COUNTY’s Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of the Contract; and provided further, that CONTRACTOR’s costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state or COUNTY, ADMINISTRATOR may elect to reduce COUNTY’s Total Amount Not to Exceed proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all Medi-Cal billing and documentation requirements when entering Claims into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices or non-compliant licensure and/or certification. If Corrective Action Plans (CAP) are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

1. For Medi-Cal services provided pursuant to the Contract, COUNTY shall claim reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are eligible.

2. CONTRACTOR shall submit appropriate Medi-Cal billing invoices to ADMINISTRATOR on a monthly basis. The monthly invoice(s) shall match what CONTRACTOR has entered into IRIS as billable services and have been adjudicated for payment (i.e., converted to claims that are not denied or rejected) at the time of invoice submission. Supplemental invoice(s) can be submitted if CONTRACTOR has billable services not yet entered into IRIS at time of original invoice submission. It is CONTRACTOR’s responsibility to ensure the monthly Medi-Cal billing invoice reflects all billable services that CONTRACTOR entered into COUNTY IRIS system and were adjudicated for payment (i.e., converted to claims that are not denied or rejected). If, at any time, CONTRACTOR’s IRIS billable services adjudicated for payment (i.e., converted to claims that are not denied or rejected) do not match the monthly invoice of Medi-Cal billable services ADMINISTRATOR, will review with

1 CONTRACTOR, and may hold the Medi-Cal billing invoice for processing until a corrected invoice is
 2 received with matching billable services adjudicated for payment (i.e., converted to claims that are not
 3 denied or rejected).

4 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties
 5 imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of
 6 CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties
 7 within thirty (30) calendar days of written notification by COUNTY.

8 C. Medi-Cal Reimbursement Rates

Provider Type	Contractor Baseline Rate per billable minute	After Hours Rates (5pm – 8am)
LCSW (Licensed, Waivered or Registered)	\$5.75	\$6.75
MFT/LPCC	\$5.75	\$6.75
Mental Health Rehabilitation Specialist	\$4.33	\$5.33
Other Qualified Practitioner	\$4.33	\$5.33

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20 D. PAYMENT METHOD

21 1. Reimbursement Rates: COUNTY shall pay CONTRACTOR monthly in arrears, however,
 22 the total of all payments under this Contract shall not exceed COUNTY’s Total Amount Not to Exceed.
 23 CONTRACTOR’s invoices shall be on a form approved by ADMINISTRATOR and shall provide such
 24 information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day
 25 of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty
 26 (30) calendar days after receipt of the correctly completed invoice form. For each Period, invoices
 27 received after the due date may not be paid in accordance with this Subparagraph III.B.

28 a. Monthly payments are interim payments only, and subject to Final Settlement in
 29 accordance with Paragraph VIII. Cost Reconciliation Report and subparagraph III.D.1.b. of this Exhibit
 30 A below.

31 b. At least Quarterly, ADMINISTRATOR will review the BHS 837 P/835 Report.

32 1) If total count of claims paid by the state indicates that fewer claims were paid than
 33 were adjudicated for payment (i.e., not denied or rejected), COUNTY shall reduce the monthly invoice
 34 amount for the month immediately following ADMINISTRATOR’s completion of the quarterly review.

35 c. In conjunction with Subparagraph III.B above, CONTRACTOR shall not enter billable
 36 services into COUNTY IRIS system for services not rendered. If such information is entered,
 37 CONTRACTOR shall make corrections within ten (10) calendar days from notification by

1 ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall
 2 create a procedure to ensure separation of duties between the individual performing direct services
 3 (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system.
 4 Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.

5 E. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility or designated
 6 facility, by source data and/or documentation.

7 F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 8 with any provision of this Contract.

9 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
 10 and/or termination of this Contract.

11 H. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
 12 Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements
 13 within the reporting period specified by OMB Circular A-133.

14 I. Billable services that are adjudicated for payment (i.e., converted to claims that are not denied
 15 or rejected) and meet the incentive requirements will be paid at an additional percentage of the
 16 reimbursement rates. See Attachment E for Incentives.

17 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 18 Payments Paragraph of this Exhibit A to the Contract.

19
 20 **IV. REPORTS**

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

23 **B. FISCAL**

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

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

36 //

37 //

1 D. CONTRACTOR must request in writing any extensions to the due date of the monthly required
 2 report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
 3 than five (5) calendar days.

4 E. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
 5 ADMINISTRATOR. Said psychometrics are for COUNTY’s analytical uses only and shall not be relied
 6 upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
 7 harmless, and indemnify pursuant to Paragraph XV, from any claims that arise from non-COUNTY use
 8 of said psychometrics.

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

11
 12 **V. SERVICES**

13 **A. FACILITIES**

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

18
 19 1932 E. Deere Ave., Suite 240
 20 Santa Ana, CA 92705

21
 22 2. CONTRACTOR shall provide Clients and/or their family members twenty-four (24) hours
 23 a day, seven (7) days a week, and every calendar day of the year, access to their assigned Family
 24 Stabilization Team or a designee acceptable to ADMINISTRATOR.

25 a. CONTRACTOR’s administrative staff holiday schedule shall be consistent with
 26 COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by
 27 ADMINISTRATOR.

28 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four
 29 (24) hours a day, seven (7) day a week, and every calendar day of the year, access to their assigned case
 30 manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with each
 31 Client and/or Client’s family or support system a plan for Crisis Intervention services which includes
 32 whom to contact for emergency services.

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

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

- 1 1. Assessment
- 2 2. Case Management
- 3 3. Crisis Assessment
- 4 4. Crisis Evaluation (5150/5585 evaluation)
- 5 5. Crisis Stabilization
- 6 6. Linkage to benefits
- 7 7. Individual Therapy
- 8 8. Family Support

9 Contractor shall ensure staff competency- all clinical staff need to be competent in treating severe
 10 mental health disorders, serve emotional health disorders and standalone severe substance use disorders.
 11 Medication Assisted Treatment - must be able to screen, identify and refer to ongoing Medication
 12 Assisted Treatments as approved by the FDA and/or updated requirements by DHCS. Have the capacity
 13 to treat standalone severe substance use disorders. Be familiar with County and community resources to
 14 provide support and treatment for substance use disorders.

15 C. CONTRACTOR shall deliver in-home crisis stabilization services to Clients experiencing a
 16 behavioral health crisis identified by ADMINISTRATOR as eligible for these services.

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

- 19 a. Orange County residents.
- 20 b. displaying behaviors or a history indicative of being seriously emotionally ill as defined
 21 by the California Welfare and Institutions Code 5000.3.
- 22 c. Children between the ages of zero (0) through seventeen (17) and their families,
 23 Transitional Aged Youth (18 through 25), and adults over 25 years.
- 24 d. at risk of hospitalization and/or out of home placement.
- 25 e. unserved or underserved because of linguistic or cultural isolation.

26 2. CONTRACTOR shall engage the Client, the Client’s family, and/or Client’s support
 27 system in person and in the home whenever possible. Services will be crisis focused and be provided in
 28 a short-term model with a target of an intensive three-week intervention which may be extended for
 29 clinical reasons with the concurrence of ADMINISTRATOR.

30 3. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-
 31 phase model. The initial phase shall include assessments of the Client, with the goal of identifying
 32 short-term or immediate needs as well as de-escalating the crisis for the Client. The In-Home Crisis
 33 Stabilization Program shall form a team consisting of a mental health worker and a mental health
 34 professional that shall develop a service plan with input from the Client and the Client’s support system.
 35 During phase two, the team shall be responsible for ensuring the Client and their support system is
 36 developing appropriate coping skills and developing the support systems, while promoting open

37 //

1 communication. The goal of phase three shall be to prepare the Client and the Client's support system
2 for progression toward long-term resolution and treatment.

3 4. CONTRACTOR shall coordinate Referrals with other existing Behavioral Health Services to
4 ensure that all Clients and/or their support systems are given access to the most appropriate type and level
5 of services.

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

8 6. CONTRACTOR shall maintain an average response time of seventy-five (75) minutes or
9 less for In-Person Immediate Response Intake.

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

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

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

16 11. CONTRACTOR shall provide the appropriate and timely written Notice of Adverse Benefit
17 Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are
18 denied, reduced, or terminated as specified by State standards.

19 12. CONTRACTOR shall conduct Supervisory Review in accordance with procedures
20 developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
21 with all federal, state and local guidelines and standards.

22 D. PERFORMANCE OUTCOMES

23 1. CONTRACTOR shall complete Performance Outcome Measures as mandated by State
24 and/or COUNTY.

25 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
26 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's
27 services on the well-being of COUNTY residents being served under the terms of the Contract. The
28 expected outcomes include but are not limited to:

29 a. Track rates for admissions and treatment length.

30 b. At least sixty percent (60%) of individuals admitted shall be successfully stabilized and
31 safely remain within the community.

32 c. At least seventy-five percent (75%) of individuals will safely remain within the
33 community and shall successfully link (keep appointment) to on-going behavioral health services within
34 fourteen (14) calendar days of discharge.

35 d. At least eighty percent (80%) of crisis stabilization services shall be provided in person.

36 e. Maintain an average response time of seventy-five (75) minutes or less for individuals
37 referred for services.

1 E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
2 Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

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

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

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

9 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
10 conditions:

- 11 a. Token of each staff member who no longer supports the Contract;
- 12 b. Token of each staff member who no longer requires access to IRIS;
- 13 c. Token of each staff member who leaves employment of CONTRACTOR;
- 14 d. Token that is malfunctioning; or
- 15 e. Termination of the Contract.

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

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

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

23 F. CONTRACTOR shall obtain a NPI.

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

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

30 G. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
31 service provided under the Contract to individuals who are covered by Medi-Cal and have not
32 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
33 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
34 Contract.

35 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
36 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
37 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be

1 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
2 institution, or religious belief.

3 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
4 conduct research activity on COUNTY Clients without obtaining prior written authorization from
5 ADMINISTRATOR.

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

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

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

27 L. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
28 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
29 with, COUNTY as identified by ADMINISTRATOR.

30 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
31 Services Paragraph of this Exhibit A in the Contract.

32 **VI. STAFFING**

33
34 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
35 Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal
36 to an average of forty (40) hours work per week. These personnel should be competent in treating severe
37 //

1 mental health disorders, severe emotional health disorders and standalone severe substance use disorders.
 2 Staff should also have the education and qualification to treat standalone severe substance use disorders.

<u>PROVIDER TYPE</u>	<u>FTEs</u>
LCSW (Licensed, Waivered or Registered)	14
Other Qualified Practitioner	8
TOTAL FTE	22

8
 9 B. CONTRACTOR shall have as Head of Service a licensed mental health professional in one of
 10 the following staff categories/disciplines: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed
 11 MFT or RN.

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

20 D. CONTRACTOR shall maintain personnel files for each staff person, including management and
 21 other administrative positions, both direct and indirect to the Contract, which shall include, but not be
 22 limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan
 23 results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate
 24 and evaluations justifying pay increases.

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

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

36 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 37 any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall

1 include at a minimum the following information: employee name(s), position title(s), date(s) of
2 resignation, date(s) of hire, and a description of recruitment activity.

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

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

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

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

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

25 M. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time
26 the standards referenced below are minimum standards and shall make every effort to exceed these
27 minimums.

28 1. CONTRACTOR shall maintain an ongoing minimum caseload of one hundred ninety-two
29 (192) Clients/Client families throughout the term of the Contract, unless otherwise approved by
30 ADMINISTRATOR.

31 2. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their
32 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

33 3. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of
34 Client's Referral for services.

35 4. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are
36 below workload standards, as defined in the Staffing Paragraph of this Exhibit A to the Contract, unless
37 otherwise approved by ADMINISTRATOR.

1 5. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of one
2 thousand (1,000) Clients per fiscal year during the Contract. Services should include the following:
3 crisis intervention, crisis evaluation (5150/5585), individual and family therapy, and case management
4 hours to eligible Clients, as specified in the Services Paragraph of this Exhibit A to the Contract, unless
5 otherwise approved by ADMINISTRATOR.”

6 N. STUDENT INTERNS

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

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

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

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

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

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1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 IN-HOME CRISIS STABILIZATION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE PRIORITY CENTER, ENDING THE CYCLE OF GENERATIONAL TRAUMA, INC.
 8 JULY 1, 2026 THROUGH JUNE 30, 2028

9
10 **I. BUSINESS ASSOCIATE CONTRACT**

11
12 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

2 B. DEFINITIONS

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

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

8 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

37 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45

1 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
2 with 45 CFR § 164.502(g).

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

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

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

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

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

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

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

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

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

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

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

29 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

37 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR

1 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,
2 receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

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

36 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's
37 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the

1 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

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

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

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

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

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

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

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

1 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

35 E. DATA SECURITY REQUIREMENTS

36 1. Personal Controls

37 a. Employee Training. All workforce members who assist in the performance of functions or

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

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

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

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

25 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 3. Audit Controls

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

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

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

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

7 4. Business Continuity/Disaster Recovery Control

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

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

20 5. Paper Document Controls

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

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

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

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

36 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
37 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left

1 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
2 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
3 intended recipient before sending the fax.

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

11 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

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

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

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

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

15 H. PROHIBITED USES AND DISCLOSURES

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

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

25 I. OBLIGATIONS OF COUNTY

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

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

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

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

37 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

20 3. The obligations of this Business Associate Contract shall survive the termination of the
21 Contract.

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EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE PRIORITY CENTER, ENDING THE CYCLE OF GENERATIONAL TRAUMA, INC.
 JULY 1, 2026 THROUGH JUNE 30, 2028

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

5 B. TERMS OF CONTRACT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO CONTRACT FOR PROVISION OF
IN-HOME CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
THE PRIORITY CENTER, ENDING THE CYCLE OF GENERATIONAL TRAUMA, INC.
JULY 1, 2026 THROUGH JUNE 30, 2028

**HOMELESS PILARS ATTESTATION AWAITING SIGNATURE BEFORE ATTACHING
HERE**

1 EXHIBIT E
 2 TO CONTRACT FOR PROVISION OF
 3 IN-HOME CRISIS STABILIZATION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE PRIORITY CENTER, ENDING THE CYCLE OF GENERATIONAL TRAUMA, INC.
 8 JULY 1, 2026 THROUGH JUNE 30, 2028

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10 **I. INCENTIVES**

11 A. In addition to the reimbursement rates as set forth in Exhibit A, Paragraph III. Payments,
12 CONTRACTOR may receive the following:

	Period One
Incentive #1	Medi-Cal claimed services for In-Person services. Accepted claimed services must be adjudicated and awaiting payment (i.e., claim not rejected or denied).
Percentage on top of Reimbursement Rates	20% incentive on In-Person (i.e., not telehealth) services.
Data collected to verify	837P and 835 files

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23 B CONTRACTOR shall submit documentation in support of the service charges or claims.
24 COUNTY shall review documentation and adjust the payments when confirmed incentive requirements
25 have been met.

26 C. COUNTY may adjust the incentives in writing.
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