

1 CONTRACT FOR PROVISION OF  
2 BEHAVIORAL HEALTH EQUITY ASSESSMENT SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 MIND OC  
7 DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2022  
8

9 THIS CONTRACT entered into this 1st day of December 2020, (effective date), is by and between  
10 the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and  
11 MIND OC, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may  
12 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall  
13 be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee  
14 (“ADMINISTRATOR”).  
15

16 WITNESSETH:  
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Behavioral  
19 Health Equity Assessment 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:

24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

**CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page .....	1
Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	5
II. Alteration of Terms .....	6
III. Assignment of Debts .....	6
IV. Compliance .....	6
V. Confidentiality .....	10
VI. Conflict of Interest .....	10
VII. Cost Report .....	11
VIII. Delegation, Assignment and Subcontracts .....	13
IX. Dispute Resolution .....	15
X. Employee Eligibility Verification .....	16
XI. Equipment .....	16
XII. Facilities, Payments and Services .....	17
XIII. Indemnification and Insurance .....	17
XIV. Inspections and Audits .....	22
XV. Licenses and Laws .....	23
XVI. Literature, Advertisements, and Social Media .....	24
XVII. Maximum Obligation .....	24
XVIII. Minimum Wage Laws .....	24
XIX. Nondiscrimination .....	25
XX. Notices .....	27
XXI. Notification of Public Events and Meetings .....	28
XXII. Records Management and Maintenance .....	28
XXIII. Research and Publication .....	30
XXIV. Severability .....	30
XXV. Special Provisions .....	30
XXVI. Status of Contractor .....	31
XXVII. Term .....	31
XXVIII. Termination .....	32
XXIX. Third Party Beneficiary .....	34
XXX. Waiver of Default or Breach .....	34
Signature Page .....	35

1	<b><u>EXHIBIT A</u></b>	
2	I. Common Terms and Definitions .....	1
3	II. Budget .....	5
4	III. Payments .....	5
5	IV. Reports .....	6
6	V. Services .....	7
7	VI. Staffing .....	8
8	//	
9	//	
10	//	
11	//	
12	//	
13	//	
14	//	
15	//	
16	//	
17	//	
18	//	
19	//	
20	//	
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37	//	

**REFERENCED CONTRACT PROVISIONS**

**Term:** December 1, 2020 through November 30, 2022

Period One means the period from December 1, 2020 through November 30, 2021

Period Two means the period from December 1, 2021 through November 30, 2022

<b>Maximum Obligation:</b>	Period One Maximum Obligation:	\$200,000
	Period Two Maximum Obligation:	<u>75,000</u>
	<b>TOTAL MAXIMUM OBLIGATION:</b>	\$275,000

**Basis for Reimbursement:** Fixed Price

**Payment Method:** Installments

**CONTRACTOR DUNS Number:** 11-192-2215

**CONTRACTOR TAX ID Number:** 82-3901590

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Mind OC  
18650 MacArthur Blvd., Suite 220  
Irvine, CA 92612  
Contact Name: Marshall Moncrief  
Contact e-mail: Marshall.Moncrief@Mind-OC.org

//  
//  
//  
//  
//  
//  
//

## **I. ACRONYMS**

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

1		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CAP	Corrective Action Plan
6	C. CCR	California Code of Regulations
7	D. CFR	Code of Federal Regulations
8	E. COI	Certificate of Insurance
9	F. CSW	Clinical Social Worker
10	G. DHCS	California Department of Health Care Services
11	H. DRS	Designated Record Set
12	I. EOC	Equal Opportunity Clause
13	J. FTE	Full Time Equivalent
14	K. GAAP	Generally Accepted Accounting Principles
15	L. HCA	County of Orange Health Care Agency
16	M. HHS	Federal Health and Human Services Agency
17	N. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
18		Law 104-191
19	O. HSC	California Health and Safety Code
20	P. IRIS	Integrated Records and Information System
21	Q. MFT	Marriage and Family Therapist
22	R. MH	Mental Health
23	S. MHP	Mental Health Plan
24	T. MHS	Mental Health Specialist
25	U. MHSA	Mental Health Services Act
26	V. MSN	Medical Safety Net
27	W. NPI	National Provider Identifier
28	X. OPM	Federal Office of Personnel Management
29	Y. P&P	Policy and Procedure
30	Z. PC	California Penal Code
31	AA. PHI	Protected Health Information
32	AB. PII	Personally Identifiable Information
33	AC. PRA	California Public Records Act
34	AD. SIR	Self-Insured Retention
35	AE. SMA	Statewide Maximum Allowable (rate)
36	AF. USC	United States Code
37	AG. WIC	Women, Infants and Children

## **II. ALTERATION OF TERMS**

1  
2 A. This Contract, together with Exhibit A attached hereto and incorporated herein, fully expresses  
3 the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this  
4 Contract.

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

## **III. ASSIGNMENT OF DEBTS**

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

## **IV. COMPLIANCE**

18  
19  
20 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
21 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
22 programs.

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

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
27 compliance program, code of conduct and any compliance related policies and procedures.  
28 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall  
29 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
30 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to  
31 this Contract. These elements include:

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or

1 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
2 CONTRACTOR has elected to use its own).

3 2. An Ineligible Person shall be any individual or entity who:

4 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
5 federal and state health care programs; or

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

37          3. CONTRACTOR shall bill only for those eligible services actually rendered which are also

1 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
2 accurately describes the services provided and must ensure compliance with all billing and  
3 documentation requirements.

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

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

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

11 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
12 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
13 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
14 §1810.410.subds.(c)-(d).

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

## 21 22 **V. CONFIDENTIALITY**

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

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

## 33 34 **VI. CONFLICT OF INTEREST**

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

1 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be  
2 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from  
3 providing or offering gifts, entertainment, payments, loans or other considerations which could be  
4 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their  
5 duties.

## 6 7 **VII. COST REPORT**

8 A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period 1  
9 and Period 2, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the  
10 period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the  
11 individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY  
12 requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall  
13 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in  
14 accordance with such requirements and consistent with prudent business practice, which costs and  
15 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at  
16 any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple  
17 Contracts for mental health services that are administered by HCA, consolidation of the individual Cost  
18 Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.  
19 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business  
20 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a  
21 consolidated Cost Report.

22 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated  
23 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to  
24 impose one or 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 individual and/or  
27 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of  
28 the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual  
29 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

37 3. In the event that CONTRACTOR does not submit an accurate and complete individual

1 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the  
2 termination of this Contract, and CONTRACTOR has not entered into a subsequent or new agreement  
3 for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the  
4 term of the Contract shall be immediately reimbursed to COUNTY.

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

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

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

29 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of  
30 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the  
31 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the  
32 difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

33 F. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance  
34 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to  
35 CONTRACTOR.

36 G. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in  
37 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the individual

1 and/or consolidated Cost Report the services rendered with such revenues.

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

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

13  
14 Signed \_\_\_\_\_  
15 Name \_\_\_\_\_  
16 Title \_\_\_\_\_  
17 Date \_\_\_\_\_"

18  
19 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

37 2. If CONTRACTOR is a for-profit organization, any change in the business structure,

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

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

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

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

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

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

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

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

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

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

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

#### 10 **IX. DISPUTE RESOLUTION**

11  
12 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
13 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
14 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
15 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

33 D. This Contract has been negotiated and executed in the State of California and shall be governed  
34 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
35 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
36 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of  
37 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically

1 agree to waive any and all rights to request that an action be transferred for adjudication to another  
2 county.

#### 4 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 15 **XI. EQUIPMENT**

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

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

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

37 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with



1 funds paid through this Contract, including date of purchase, purchase price, serial number, model and  
2 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall  
3 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if  
4 any.

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

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

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

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

## 18 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

## 30 **XIII. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
33 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
34 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
35 including but not limited to personal injury or property damage, arising from or related to the services,  
36  
37

1 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
2 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
3 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
4 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
5 a jury apportionment.

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

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

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

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

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

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

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

1 F. QUALIFIED INSURER

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

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

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

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

32 H. REQUIRED COVERAGE FORMS

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

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

37 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

33           O. Insurance certificates should be forwarded to the agency/department address listed on the  
34 solicitation.

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

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

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

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

13 T. SUBMISSION OF INSURANCE DOCUMENTS

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

15 a. Prior to the start date of this Contract.

16 b. No later than the expiration date for each policy.

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

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

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

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

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

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

34 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
35 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
36 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
37

#### **XIV. INSPECTIONS AND AUDITS**

1  
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
3 of the State of California, the Secretary of the United States Department of Health and Human Services,  
4 the Comptroller General of the United States, or any other of their authorized representatives, shall to the  
5 extent permissible under applicable law have access to any books, documents, and records, including but  
6 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
7 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a  
8 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
9 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
10 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided  
11 pursuant to this Contract, and the premises in which they are provided.

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

#### **C. AUDIT RESPONSE**

16  
17 1. Following an audit report, in the event of non-compliance with applicable laws and  
18 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as  
19 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
20 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
21 (30) calendar days after receiving notice from ADMINISTRATOR.

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

29 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
30 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR  
31 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
32 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)  
33 calendar days of receipt.

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

**XV. LICENSES AND LAWS**

1  
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
3 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
4 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
5 regulations and requirements of the United States, the State of California, COUNTY, and all other  
6 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and  
7 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,  
8 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
9 cause for termination of this Contract.

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

- 13 1. ARRA of 2009.
- 14 2. Trafficking Victims Protection Act of 2000.
- 15 3. WIC, Division 5, Community Mental Health Services.
- 16 4. WIC, Division 6, Admissions and Judicial Commitments.
- 17 5. WIC, Division 7, Mental Institutions.
- 18 6. HSC, §§1250 et seq., Health Facilities.
- 19 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 20 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 21 9. CCR, Title 17, Public Health.
- 22 10. CCR, Title 22, Social Security.
- 23 11. CFR, Title 42, Public Health.
- 24 12. CFR, Title 45, Public Welfare.
- 25 13. USC Title 42. Public Health and Welfare.
- 26 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 27 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 28 16. 42 USC §1857, et seq., Clean Air Act.
- 29 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 30 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 31 19. Policies and procedures set forth in Mental Health Services Act.
- 32 20. Policies and procedures set forth in DHCS Letters.
- 33 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 34 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
35 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

36 C. CONTRACTOR shall at all times be capable and authorized by the State of California to  
37 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the

1 terms of this Contract.

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

5  
6 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

27  
28 **XVII. MAXIMUM OBLIGATION**

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

32 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
33 percent (10%) of the first full year of funding for this Contract.

34  
35 **XVIII. MINIMUM WAGE LAWS**

36 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
37 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the



1 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
2 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its  
3 contractors or other persons providing services pursuant to this Contract on behalf of CONTRACTOR  
4 also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

## 12 **XIX. NONDISCRIMINATION**

### 13 **A. EMPLOYMENT**

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

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

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

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

34 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
35 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
36 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
37

1 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
2 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed  
3 fulfilled by use of the term EOE.

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

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

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

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

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

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

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

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

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

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

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

24  
25 **XX. NOTICES**

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

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

31 2. When faxed, transmission confirmed;

32 3. When sent by Email; or

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

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

1 Parcel Service, or other expedited delivery service.

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

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

8  
9 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

17  
18 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

36 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards  
37 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in

1 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent  
2 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state  
3 regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

37 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

1 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security  
2 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or  
3 regulation, and copy ADMINISTRATOR on such notifications.

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

### 7 8 **XXIII. RESEARCH AND PUBLICATION**

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

### 12 13 **XXIV. SEVERABILITY**

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

### 19 20 **XXV. SPECIAL PROVISIONS**

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

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

1 Schedule may be found at [www.opm.gov](http://www.opm.gov).

- 2 8. Severance pay for separating employees.
- 3 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 4 codes and obtaining all necessary building permits for any associated construction.
- 5 10. Supplanting current funding for existing services.

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

- 8 1. Funding travel or training (excluding mileage or parking).
- 9 2. Making phone calls outside of the local area unless documented to be directly for the
- 10 purpose of Client care.
- 11 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 12 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 13 contribute to the quality of services to be provided pursuant to this Contract.
- 14 5. Purchasing or improving land, including constructing or permanently improving any
- 15 building or facility, except for tenant improvements.
- 16 6. Providing inpatient hospital services or purchasing major medical equipment.
- 17 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 18 funds (matching).
- 19 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 20 CONTRACTOR's Clients.

## 21 **XXVI. STATUS OF CONTRACTOR**

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

## 34 **XXVII. TERM**

35  
36 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
37 this Contract. This Contract shall terminate as specified in the Referenced Contract Provisions of this

1 Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be  
2 obligated to perform such duties as would normally extend beyond this term, including but not limited to,  
3 obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

6  
7 **XXVIII. TERMINATION**

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

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

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

30 **C. CONTINGENT FUNDING**

- 31 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 32 a. The continued availability of federal, state and county funds for reimbursement of  
33 COUNTY’s expenditures, and
  - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
37 terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given



1 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
2 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

**XXIX. THIRD PARTY BENEFICIARY**

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

**XXX. WAIVER OF DEFAULT OR BREACH**

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

10 //  
11 //  
12 //  
13 //  
14 //  
15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

3  
4 MIND OC

5  
6 DocuSigned by:  
7 BY: Marshall Moncrief DATED: 12/29/2020  
8 623CDA88DB3543E...

9  
10 TITLE: CEO MIND OC

11  
12  
13  
14  
15  
16  
17  
18 COUNTY OF ORANGE

19  
20 DocuSigned by:  
21 BY: Kurt Nelson DATED: 12/29/2020  
22 0878904D515B4EB  
HEALTH CARE AGENCY

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors  
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
 2 TO CONTRACT FOR PROVISION OF  
 3 BEHAVIORAL HEALTH EQUITY ASSESSMENT SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 MINDOC  
 8 DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2022  
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Admission means documentation, by CONTRACTOR, of completion of the entry and  
 14 evaluation documents into the ADMINISTRATOR’s IRIS or other database as approved by  
 15 administrator.

16 2. At Risk means a state of high stress and low protective factor that would increase likelihood  
 17 of development of a mental illness.

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

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

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

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

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

1           5. Collaboration means a process of participation through which groups, agencies, coalitions  
2 and/ or task forces work together in a beneficial and well-defined relationship towards the service goals.

3           6. Community Planning Meetings, referred to as Community Listening Sessions in this  
4 Contract, means meetings that are actively facilitated by the CONTRACTOR for the purpose of  
5 gathering feedback from local stakeholders, including consumers/clients, family members, community-  
6 based behavioral health providers, COUNTY staff and other individuals related to the services described  
7 under this Contract.

8           7. Data Mining and Analysis Specialist means a person who is responsible for ensuring the  
9 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working  
10 on strategies for gathering new data from the individuals' perspective, which will improve  
11 understanding of individuals' needs and desires towards furthering their Recovery. This individual will  
12 provide feedback to the program and work collaboratively with other staff in the program in strategizing  
13 improved outcomes in these areas. This position will be responsible for attending all data and outcome  
14 related meetings and ensuring that program is being proactive in all data collection requirements and  
15 changes at the local and state level.

16           8. DHCS means Department of Health Care Service and refers to the California Health and  
17 Human Services Agency that finances and administers a number of individual health care service  
18 delivery programs, including Medi-Cal, which provides health care services to low-income people.

19           9. Engagement means the process by which a trusting relationship between worker and  
20 individual(s) is established with the goal to link the individual(s) to the appropriate services.  
21 Engagement of individual(s) is the objective of a successful Outreach.

22           10. Evaluation means systematic collection, analysis, and use of program information for  
23 monitoring, improving programs, assessing Outcomes, planning, and policy-making in relation to this  
24 Contract.

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

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

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

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

34           15. Linkage means when an individual is connected to programs or services through warm  
35 hand-off or follow-up to ensure connection is made.

36           16. Mental Health Field means a business or service providing mental health Outreach,  
37 Assessment, or treatment services to mental health Participants, or providing housing, educational,

1 counseling, employment, recreational or social services to mental health Participants.

2 17. Mental Health Services means interventions designed to provide the maximum reduction of  
3 mental disability and restoration or maintenance of functioning consistent with the requirements for  
4 learning, development and enhanced self-sufficiency.

5 18. Media Events means culturally relevant activities conducted by CONTRACTOR which are  
6 coordinated with and publicized by the media, including radio and TV appearances.

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

9 20. Mental Health Services Oversight and Accountability Commission (MHSOAC) means the  
10 Commission responsible for the oversight and implementation of MHSA and refers to Section 10 of the  
11 MHSA (Welfare and Institutions Code Section 5845).

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

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

19 23. Outcome means measurable change that occurs as a result of a project's overall  
20 performance in implementing its services.

21 24. Outreach means activities that are intended to engage and inform potential participants  
22 about project services.

23 25. Participant means an individual who engages in activities aimed at preventing and/or  
24 eliminating the development of mental illness.

25 26. Prevention means intentional group or individual interventions that occur before the initial  
26 onset of a behavioral health condition. Prevention promotes positive cognitive, social, and emotional  
27 development and encourages a state of well-being that allows the individuals to function well in the face  
28 of changing and sometimes challenging circumstances.

29 27. PEI Plan means the most recent County of Orange MHSA Prevention and Early  
30 Intervention Plan approved by the Orange County MHSA Steering Committee and Board of  
31 Supervisors.

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

1           29. PII means any information that could be readily used to identify a specific person, including  
2 but not limited to: name, address, telephone number, E-Mail address, driver's license number, Social  
3 Security number, bank account information, credit card information, or any combination of data that  
4 could be used to identify a specific person, such as birth date, zip code, mother's maiden name and  
5 gender.

6           30. Program Development means the ongoing systematic process of planning, implementing  
7 and evaluating a program, which involves a collaborative relationship between the CONTRACTOR and  
8 ADMINISTRATOR.

9           31. Program Director means an individual who has complete responsibility for the day-to-day  
10 function of the program. The Program Director is the highest level of decision-making at a local,  
11 program level.

12           32. Quality Assurance means the systematic process of ensuring services are meeting specified  
13 requirements as set forth by the ADMINISTRATOR.

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

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

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

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

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

25           34. Referral means the process of sending an individual from one service to another for health  
26 care, behavioral health services, and/ or other support services, or an unsuccessful Linkage attempt.

27           35. Social Support means assistance that may include companionship, emotional backing,  
28 cognitive guidance, material aid and special services.

29           36. Stakeholder means adults and seniors with severe mental illness, families of children, adults  
30 and seniors with severe mental illness, providers of services, law enforcement agencies, education,  
31 social services agencies, veterans, representatives from veterans organizations, providers of alcohol and  
32 drug services, health care organizations, and other important interests.

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

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

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

4 40. Unduplicated Participant means an individual who is counted only once, despite how many  
5 programs the individual is enrolled in during a contractual agreement period. For example; if a  
6 participant receives individual and group services, they can only be counted once.

7 41. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill  
8 during the term of the Contract.

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

11  
12 **II. BUDGET**

13 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this  
14 Exhibit A to the Contract.

15 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
16 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
17 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
18 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
19 be made in accordance with generally accepted principles of accounting.

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

22  
23 **III. PAYMENTS**

24 A. COUNTY shall pay CONTRACTOR in four installments for Period One and two installments  
25 for Period Two of the Contract, after receipt of an approved invoice, in accordance with the following  
26 schedule:

27  
28 Installment One: \$50,000 due and payable on February 28, 2021.

29 Installment Two: \$50,000 due and payable on May 31, 2021.

30 Installment Three: \$50,000 due and payable on August 31, 2021.

31 Installment Four: \$50,000 due and payable on November 30, 2021.

32 Installment Five: \$50,000 due and payable on May 31, 2022.

33 Installment Six: \$25,000 due and payable on November 30, 2022.

34  
35 ADMINISTRATOR may, at its discretion, pay invoices in any amount, at any time during the Term of  
36 this Contract provided the Maximum Obligation for each Period is not exceeded.

37 //



1 B. CONTRACTOR’s invoices shall be on a form approved or supplied by ADMINISTRATOR  
2 and provide such information as is required by ADMINISTRATOR.

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

6 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
7 with any provision of the Contract, or if sufficient progress is not being made with the program as  
8 determined by ADMINISTRATOR in its sole discretion.

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

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

14  
15 **IV. REPORTS**

16 A. CONTRACTOR shall, as mutually agreed between CONTRACTOR and ADMINISTRATOR,  
17 provide reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities  
18 as they affect the duties and purposes contained in this Contract.

19 B. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
20 recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities  
21 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
22 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
23 are not limited to the following:

- 24 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 25 to this program;
- 26 2. Maximize the use of the allocated funds;
- 27 3. Maintain appropriate staffing levels;
- 28 4. Request budget and/or staffing modifications to the Contract;
- 29 5. Effectively communicate and monitor the program for its success;
- 30 6. Track and report expenditures electronically;
- 31 7. Maintain electronic and telephone communication between key staff and the Contract and
- 32 Program Administrators; and
- 33 8. Have a system in place to respond to and act quickly to identify and solve problems that
- 34 may be occurring with any of the subcontractors.

35 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
36 Reports Paragraph of this Exhibit A to the Contract.

37 //

**V. SERVICES**

**A. BACKGROUND**

1. Within the context of the County of Orange’s health care ecosystem, policymakers, providers, consumers, and family members are increasingly focused on health care quality improvement, particularly for low income individuals, people of color, and other vulnerable populations.

The World Health Organization defines health equity as follows:

“Equity is the absence of avoidable, unfair, or remediable differences among groups of people, whether those groups are defined socially, economically, demographically or geographically or by other means of stratification. ‘Health equity’ or ‘equity in health’ implies that ideally everyone should have a fair opportunity to attain their full health potential and that no one should be disadvantaged from achieving this potential.”

2. To assess the current climate for equity in behavioral health, the Orange County’s Health Care Agency Behavioral Health Services (BHS) division will contract with Mind OC to carry out a series of community listening sessions throughout the county to identify gaps and barriers that lead to unmet needs, differential experiences, and inequities in behavioral health service access and utilization. Mind OC will use the information gathered in these listening sessions to provide summary reports to the BHS division. Mind OC will also provide the BHS division and Director with recommendations for actionable efforts to advance and improve behavioral health equity across Orange County.

**B. FACILITY**

1. CONTRACTOR shall provide or make available services as required by this Contract at the following location, or any other facility designated, in writing, by ADMINISTRATOR:

Mind OC  
18650 MacArthur Blvd., Suite 220  
Irvine, CA 92612

**C. SERVICES TO BE PROVIDED**

1. COMMUNITY PLANNING/LISTENING SESSIONS: In collaboration with OCHCA, organize and carry out no fewer than 24 community-driven listening sessions, with a minimum of one per month, beginning in January, 2021. All community-driven listening sessions should be completed by December 31, 2021. Listening sessions will be facilitated with groups reflecting the social, economic, demographic, and geographic diversity in Orange County. Mind OC shall coordinate with the Health Care Agency Director of Population and Health Equity and Ethnic Services Manager in using independent reports, data, metrics, and methodology to identify the groups and vulnerable populations to be included/reached, and will collaborate with OCHCA on the overall purpose and goals of these listening sessions prior to facilitating any of the sessions. Any changes to the purpose and goals of any of the sessions that are deemed necessary by either Party will be discussed and agreed upon by both

1 Parties in advance. Group sessions will be conducted in all threshold languages for Orange County, but  
2 shall also include communities who have historically experienced behavioral health disparities. Group  
3 sessions may be conducted virtually. While the specific groups will be identified using existing reports  
4 on behavioral health disparities and related data, they would likely include: Spanish speaking and  
5 Latino/a/x, Vietnamese speaking, Farsi speaking, Arabic Speaking, Korean speaking, Mandarin Chinese  
6 speaking, Black/African American, Veterans, LGBTQI, Deaf and Hard of Hearing, and foster youth.  
7 Within each of the identified groups, Mind OC shall ensure appropriate outreach to and engagement of  
8 consumers of behavioral health services and their family members. Additionally, Mind OC shall  
9 identify existing behavioral health service providers who serve the identified groups for possible co-  
10 facilitation and communication during the listening sessions. Mind OC shall ensure, to the greatest  
11 extent possible, that provider organizations do not co-facilitate listening sessions in which their own  
12 consumers or their family members are participating in order to protect confidentiality and encourage  
13 open communication. Any materials used and/or data elements collected by Mind OC should be  
14 developed and/or identified in collaboration with HCA.

15 2. REPORTS: In a format mutually agreed upon by the Parties, Mind OC will summarize key  
16 gaps and opportunities for fostering, promoting and improving equity in behavioral health access and  
17 care that emerge from the listening sessions in quarterly updates, an Annual Report and a comprehensive  
18 Final Report. Updates and Reports should also include but not be limited to outreach/marketing/  
19 advertising methods (including copies of ads, emails, etc.); sign-in sheets (paper or electronic) for  
20 listening sessions; prompt questions and other materials used in each session; agendas; and number and  
21 key demographics/characteristics of attendees. Mind OC shall provide all final reports and documents  
22 both in PDF and editable format so that HCA may edit, revise and/or use the reports, or any section  
23 thereof, as part of other documents and reports prepared by HCA, including but not limited to the MHSA  
24 Three Year Plan, MHSA Annual Plan Updates, Cultural Competency Plan, MHSA Innovation Proposals,  
25 etc.

26 D. All materials, documents, data or information obtained through activities funded by this Contract  
27 will at all times remain the property of COUNTY. Such data or information may not be used for direct  
28 or indirect use by CONTRACTOR after completion or termination of this Contract without the express  
29 prior written consent of COUNTY.

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

## 32 **VI. STAFFING**

33 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
34 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

35 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the  
36 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)  
37

1 served.

2 C. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training  
3 and Annual Compliance Training.

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

8 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
9 Staffing Paragraph of this Exhibit A to the Contract.

10 //  
11 //  
12 //  
13 //  
14 //  
15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //