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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, ~~2020~~2021

Maximum Obligation: \$3,228,336

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

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: Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
Leslie Davis
Senior Vice President, Chief Financial Officer
ldavis@telecarecorp.com

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I. ACRONYMS

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

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3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	COUNTY HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

1	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
2	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
3	AK. E-Mail	Electronic Mail
4	AL. EEOC	Equal Employment Opportunity Commission
5	AM. EHR	Electronic Health Records
6	AN. EOC	Equal Opportunity Clause
7	AO. ePHI	Electronic Protected Health Information
8	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
9	AQ. FFS	Fee For Service
10	AR. FIPS	Federal Information Processing Standards
11	AS. FSP	Full Service Partnership
12	AT. FTE	Full Time Equivalent
13	AU. GAAP	Generally Accepted Accounting Principles
14	AV. HCA	County of Orange Health Care Agency
15	AW. HHS	Federal Health and Human Services Agency
16	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17		Law 104-191
18	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. HIV	Human Immunodeficiency Virus
21	BA. HSC	California Health and Safety Code
22	BB. ID	Identification
23	BC. IEA	Information Exchange Agreement
24	BD. IRIS	Integrated Records and Information System
25	BE. ISO	Insurance Services Office
26	BF. ITC	Indigent Trauma Care
27	BG. LCSW	Licensed Clinical Social Worker
28	BH. MAT	Medication Assisted Treatment
29	BI. MFT	Marriage and Family Therapist
30	BJ. MH	Mental Health
31	BK. MHP	Mental Health Plan
32	BL. MHS	Mental Health Specialist
33	BM. MHSA	Mental Health Services Act
34	BN. MSN	Medical Safety Net
35	BO. NIH	National Institutes of Health
36	BP. NIST	National Institute of Standards and Technology
37	BQ. NPI	National Provider Identifier

1	BR. NPP	Notice of Privacy Practices
2	BS. NPPES	National Plan and Provider Enumeration System
3	BT. OCJS	Orange County Jail System
4	BU. OCPD	Orange County Probation Department
5	BV. OCR	Federal Office for Civil Rights
6	BW. OCSD	Orange County Sheriff's Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. P&P	Policy and Procedure
11	CB. PA DSS	Payment Application Data Security Standard
12	CC. PATH	Projects for Assistance in Transition from Homelessness
13	CD. PC	California Penal Code
14	CE. PCI DSS	Payment Card Industry Data Security Standards
15	CF. PCS	Post-Release Community Supervision
16	CG. PHI	Protected Health Information
17	CH. PI	Personal Information
18	CI. PII	Personally Identifiable Information
19	CJ. P&P	Policy and Procedure
20	CK. PRA	California Public Records Act
21	CL. PSC	Professional Services Contract System
22	CM. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
23	CN. SIR	Self-Insured Retention
24	CO. SMA	Statewide Maximum Allowable (rate)
25	CP. SOW	Scope of Work
26	CQ. SUD	Substance Use Disorder
27	CR. UMDAP	Uniform Method of Determining Ability to Pay
28	CS. UOS	Units of Service
29	CT. USC	United States Code
30	CU. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees

1 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
2 been formally approved and executed by both parties.

3 4 **III. ASSIGNMENT OF DEBTS**

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

12 13 **IV. COMPLIANCE**

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

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

20 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
21 compliance program, code of conduct and any compliance related policies and procedures.
22 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
23 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
24 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
25 this Agreement. These elements include:

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

33 3. If CONTRACTOR does not provide proof of its own compliance program to
34 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
35 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
36 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
37 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of

1 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
2 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

35 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
36 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;

37 //

1 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
2 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which

1 accurately describes the services provided and must ensure compliance with all billing and
2 documentation requirements.

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

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

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

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

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

20 **V. CONFIDENTIALITY**

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

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

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

33 3. In the event of a collaborative service agreement between Mental Health services providers,
34 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
35 from the collaborative agency, for Clients receiving services through the collaborative agreement.
36

37 //

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

8 9 **VI. CONFLICT OF INTEREST**

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

18 19 **VII. COST REPORT**

20 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
 21 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall
 22 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
 23 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
 24 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 25 and funding sources in accordance with such requirements and consistent with prudent business practice,
 26 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,
 27 and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR
 28 has multiple Agreements for mental health services that are administered by HCA, consolidation of the
 29 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
 30 ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later
 31 than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to
 32 be incorporated into a consolidated Cost Report.

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

36 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 37 business day after the above specified due date that the accurate and complete individual and/or

1 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion
2 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
3 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

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

31 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
32 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
33 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
34 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
35 payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement
36 is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual
37 //

1 and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
2 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

18
19 Signed _____
20 Name _____
21 Title _____
22 Date _____"

23
24 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. CONTRACTOR certifies that it and its principals:

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

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

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

37 //

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

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

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

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

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

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

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

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

31 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
32 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
33 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
34 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
35 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
36 delegation in derogation of this subparagraph shall be void.
37

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

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

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

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

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

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

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

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

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

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

1 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between
 2 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
 3 While CONTRACTOR will be required to provide this information without prompting from COUNTY
 4 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,
 5 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
 6 requested by COUNTY.

8 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

37 //

1 shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

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

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

16 17 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

27 28 **XIV. INDEMNIFICATION AND INSURANCE**

29 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
30 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
31 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
32 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
33 including but not limited to personal injury or property damage, arising from or related to the services,
34 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
35 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
36 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and

37 //

1 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
2 a jury apportionment.

3 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
4 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
5 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
6 damage, arising from or related to the services, products or other performance provided by COUNTY
7 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
8 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
9 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
10 request a jury apportionment.

11 C. Each party agrees to provide the indemnifying party with written notification of any claim
12 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
13 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
14 each party shall cooperate with the indemnifying party in its defense.

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

22 E. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is
23 self-insured or shall maintain in force at all times during the term of this Agreement, the policy or
24 policies of insurance covering its operations placed with reputable insurance companies in amounts as
25 specified in the Referenced Contract Provisions of this Agreement. Upon request by
26 ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

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

36 G. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
37 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of

1 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
 2 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 3 Agreement, agrees to all of the following:

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

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

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

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

15 I. QUALIFIED INSURER

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

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

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

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

37 //

1	Employers' Liability Insurance	\$1,000,000 per occurrence
2		
3	Network Security & Privacy Liability	\$1,000,000 per claims made
4		
5	Professional Liability Insurance	\$1,000,000 per claims made
6		\$1,000,000 aggregate
7		
8	Sexual Misconduct Liability	\$1,000,000 per occurrence
9		

10 K. REQUIRED COVERAGE FORMS

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

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

15 L. REQUIRED ENDORSEMENTS

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

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

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

25 2. The Network Security and Privacy Liability policy shall contain the following endorsements
26 which shall accompany the Certificate of Insurance:

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

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

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

35 N. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
36 all rights of subrogation against the *County of Orange, its elected and appointed officials,*

37 //

1 *officers, agents and employees*, or provide blanket coverage, which will state ***AS REQUIRED BY***
 2 ***WRITTEN AGREEMENT.***

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

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

11 Q. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are
 12 "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
 13 the completion of the Agreement.

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

16 S. Insurance certificates should be forwarded to the agency/department address listed on the
 17 solicitation.

18 T. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven
 19 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
 20 made to the next qualified vendor.

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

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

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

33 **X. SUBMISSION OF INSURANCE DOCUMENTS**

- 34 1. The COI and endorsements shall be provided to COUNTY as follows:
 35 a. Prior to the start date of this Agreement.
 36 b. No later than the expiration date for each policy.

37 //

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

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

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

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

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

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

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

21 **XV. INSPECTIONS AND AUDITS**

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

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

36 C. AUDIT RESPONSE
37

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

3 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
4 number, and residence address;

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

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

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

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

1 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
2 provide treatment and bill for services provided to Medi-Cal eligible Clients while working under the
3 terms of this Agreement.

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

7
8 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

29
30 **XVIII. MAXIMUM OBLIGATION**

31 A. The Maximum Obligation of COUNTY for services provided in accordance with this
32 Agreement is as specified in the Referenced Contract Provisions of this Agreement, except as allowed
33 for in Subparagraph B. below

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

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XIX. MINIMUM WAGE LAWS

1
2 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
3 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
4 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
5 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
6 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
7 providing services pursuant to this Agreement be paid no less than the greater of the federal or
8 California Minimum Wage.

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

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

XX. NONDISCRIMINATION**A. EMPLOYMENT**

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

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

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

36 //

37 //

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

34 **XXI. NOTICES**

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

37 //

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

6 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

35 //

36 //

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

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

5 **XXVII. RESEARCH AND PUBLICATION**

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

10 **XXVIII. REVENUE**

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

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

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

29 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
 30 persons other than individuals or groups eligible for services pursuant to this Agreement.
 31

32 **XXIX. SEVERABILITY**

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

XXX. SPECIAL PROVISIONS

1
2 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
3 purposes:

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

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

- 26 1. Funding travel or training (excluding mileage or parking).
27 2. Making phone calls outside of the local area unless documented to be directly for the
28 purpose of Client care.
29 3. Payment for grant writing, consultants, certified public accounting, or legal services.
30 4. Purchase of artwork or other items that are for decorative purposes and do not directly
31 contribute to the quality of services to be provided pursuant to this Agreement.
32 5. Purchasing or improving land, including constructing or permanently improving any
33 building or facility, except for tenant improvements.
34 6. Providing inpatient hospital services or purchasing major medical equipment.
35 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
36 funds (matching).

37 //

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

4 **XXXI. STATUS OF CONTRACTOR**

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

16 **XXXII. TERM**

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

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

26 **XXXIII. TERMINATION**

27
28 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
29 written notice given the other Party.

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

36 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
37 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)
2 calendar days for corrective action.

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

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

19 E. CONTINGENT FUNDING

- 20 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 21 a. The continued availability of federal, state and county funds for reimbursement of
22 COUNTY's expenditures, and
 - 23 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
24 approved by the Board of Supervisors.
- 25 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
26 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
27 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
28 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

37 //

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

3
4 TELECARE CORPORATION

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 HEALTH CARE AGENCY

19
20
21
22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA

26
27
28 BY: _____ DATED: _____

29 DEPUTY

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.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving services at a level, frequency and duration that is consistent with each Client's level of impairment and treatment goals and is consistent with individualized, solution-focused, evidence-based practices.

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

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

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

5. Best Practices means a term that is often used interchangeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

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

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

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in

1 practice, or innovators in academia or policy makers; and at least one recognized expert, group of
 2 researchers or other credible individuals have endorsed the practice as worthy of attention based on
 3 outcomes; and finally, it produces specific outcomes.

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

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

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

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

21 10. Client or Member means an individual, referred by COUNTY or enrolled in
 22 CONTRACTOR's program for services under the Agreement, who experiences severe mental illness.

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

26 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
 27 operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
 28 psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
 29 crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
 30 outpatient facility, the CSU may evaluate and treat Clients for no longer than 23 hours.

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

34 14. Data Collection System means software designed for collection, tracking and reporting
 35 outcomes data for Clients enrolled in the FSP Programs.

36 a. 3 M means the Quarterly Assessment Form that is completed for each Client every
 37 three months in the approved data collection system.

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

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

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

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

20 15. DCR means Data Collection and Reporting and refers to the DHCS developed data
 21 collection and reporting system that ensures adequate research and evaluation regarding the effectiveness
 22 of services being provided and the achievement of outcome measures. COUNTY is required to report
 23 Client information and outcomes of the FSP program directly to the FSP DCR system by XML file
 24 submission of the three different type of Client assessments (PAF, KET, and 3M).

25 16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
 26 diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
 27 edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
 28 recorded on all IRIS documents, as appropriate.

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

33 18. Engagement means the process by which a trusting relationship between worker and
 34 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
 35 Client(s) is the objective of a successful Outreach.

36 19. Face-to-Face means an encounter between the Client and provider in which they are both
 37 physically present.

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

- 10 1) Crisis Management;
- 11 2) Housing Services;
- 12 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case
 13 management;
- 14 4) Community-based Recovery Services;
- 15 5) Vocational and Educational services;
- 16 6) Job Coaching/Developing;
- 17 7) Client employment;
- 18 8) Money Management/Representative Payee Support;
- 19 9) Flexible Fund account for immediate needs;
- 20 10) Transportation;
- 21 11) Illness Education and Self-Management;
- 22 12) Medication Support;
- 23 13) Co-occurring Services;
- 24 14) Linkage to Financial Benefits/Entitlements;
- 25 15) Family and Peer Support; and
- 26 16) Supportive Socialization and Meaningful Community Roles.

27 a. Client services are focused on recovery and harm reduction to encourage the highest
 28 level of Client empowerment and independence achievable. PSC will meet with the Client in their
 29 current community setting and will develop a supportive relationship with the individual served.
 30 Substance use treatment will be integrated into services and provided by the Client's team to individuals
 31 with a co-occurring disorder.

32 b. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
 33 including those who have co-occurring disorder, in a partnership to achieve the individual's wellness
 34 and recovery goals. Services shall be non-coercive and focused on engaging Clients in the field. The
 35 goal of FSP Programs is to assist the Clients to progress through pre-determined quality of life outcome
 36 domains (housing, decreased incarcerations, decreased hospitalizations, increased education
 37 involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and

1 become more independent and self-sufficient as Clients move through the continuum of recovery as
2 evidenced by progressing to a lower level of care or out of the “intensive case management” need
3 category.

4 21. Housing Specialist means a specialized position dedicated to developing the full array of
5 housing options for their program and monitoring their suitability for the population served in
6 accordance with the minimal housing standards policy set by the COUNTY for their program. This
7 individual is also responsible for assisting Clients with applications to low income housing, housing
8 subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of
9 housing placements as well as Fair Housing laws and guidelines. This individual is responsible for
10 understanding the procedures involved in housing placement, including but not limited to: the referral
11 process, Coordinated Entry System, Licensed Residential placements, and temporary housing
12 placements.

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

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

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

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

28 26. Job Coach/Developer means a specialized position dedicated to developing and increasing
29 employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,
30 desires, and goals. This position will also integrate knowledge about career development and job
31 preparation to ensure successful job retention and satisfaction of both employer and employee.

32 27. Medical Necessity means the requirements as defined by CCR, Title 9 and as listed in the
33 COUNTY MHP Medical Necessity for Medi-Cal Reimbursed Specialty Mental Health Services that
34 includes Diagnosis, Impairment Criteria, and Intervention Related Criteria.

35 28. Member Advisory Board means a member-driven board which shall direct the activities,
36 provide recommendations for ongoing program development, and create the rules of conduct for the
37 program.

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

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

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

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

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

16 e. Medication Support Service means those services provided by a licensed physician,
17 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing,
18 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
19 symptoms of mental illness. These services also include evaluation and documentation of the clinical
20 justification and effectiveness for use of the medication, dosage, side effects, compliance, and response
21 to medication, as well as obtaining informed consent, providing medication education, and plan
22 development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

36 30. Mental Health Worker means an individual that assists in planning, developing, and
37 evaluating mental health services for Clients; provides liaison between Clients and service providers;

1 and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or
 2 social work, or has two years of experience providing client related services to Clients experiencing
 3 mental health, drug abuse, or alcohol disorders. Education in a behavioral science field such as
 4 psychology, counseling, or social work may be substituted for up to one year of the experience
 5 requirement.

6 31. MFT means Marriage and Family Therapist and refers to an individual who meets the
 7 minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

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

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

13 34. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY
 14 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
 15 assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
 16 tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service
 17 needed by participating members. The scale will be used to create a map of the system by determining
 18 which milestone(s) or level of recovery (based on the MORS) are the target groups for different
 19 programs across the continuum of programs and services offered by COUNTY.

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

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

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

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

35 39. Peer Recovery Specialist/Counselor means an individual who has been through the same or
 36 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid
 37 //

1 for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by
2 his/her own experience.

3 40. Pharmacy Benefits Manager means the organization that manages the medication benefits
4 that are given to Clients that qualify for medication benefits.

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

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

15 43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
16 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or
17 Associate MFT acquiring hours for licensing. An individual's registration is subject to regulations
18 adopted by the BBS.

19 44. Program Director means an individual who has complete responsibility for the day to day
20 function of the program. The Program Director is the highest level of decision making at a local,
21 program level.

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

25 46. Promotores means individuals who are members of the community who function as natural
26 helpers to address some of their communities' unmet mental health, health and human service needs.
27 They are individuals who represent the ethnic, socio-economic, and educational traits of the population
28 they serve. Promotores are respected and recognized by their peers and have the pulse of the
29 community's needs.

30 47. PSC means Personal Services Coordinator and refers to an individual who will be part of a
31 multi-disciplinary team that will provide community based Mental Health Services to adults that are
32 struggling with persistent and severe mental illness as well as homelessness, rehabilitation, and recovery
33 principles. The PSC is responsible for clinical care and case management of assigned Client and
34 families in a community, home, or program setting. This includes assisting Clients with mental health,
35 housing, vocational, and educational needs. The position is also responsible for administrative and
36 clinical documentation as well as participating in trainings and team meetings. The PSC shall be active
37 //

1 in supporting and implementing the program's philosophy and its individualized, strength-based,
2 culturally/linguistically competent, and client-centered approach.

3 48. Psychiatrist means an individual who meets the minimum professional and licensure
4 requirements set forth in Title 9, CCR, Section 623.

5 49. Psychologist means an individual who meets the minimum professional and licensure
6 requirements set forth in Title 9, CCR, Section 624.

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

12 51. Recovery means a process of change through which individuals improve their health and
13 wellness, live a self-directed life, and strive to reach their full potential. The four major dimensions to
14 support a life in recovery are:

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

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

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

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

23 52. Referral means the act of sending an individual to another person or place for services, help,
24 advice, etc. -When indicated, follow-up shall be provided within five (5) working days to assure that the
25 Client has made contact with the referred service.

26 53. SUD means Substance Use Disorder and refers to a condition in which the use of one or
27 more substances leads to a clinically significant impairment or distress per the latest DSM.

28 54. Supportive Housing PSC means a person who provides services in a supportive housing
29 structure. This person will coordinate activities which will include, but not be limited to: independent
30 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
31 advocacy, and ~~linking Clients with the assigned PSC for clinical issues. The Supportive Housing PSC~~
32 ~~will assist with building and maintaining relationships with housing management and owner operators,~~
33 ~~and consult with the multidisciplinary team of staff assigned by the program~~ coordinating care if a
34 resident is under the care of a case manager. The Supportive Housing PSC will support all MHSA
35 residents living in the assigned housing project, whether or not the tenant is receiving services from the
36 on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County
37 monitor, Resident Clinical Service Coordinator, and other support services located on-site. This

1 individual will provide services that support housing sustainability for MHSA tenants and will be active
 2 in supporting and implementing a Full Service Partnership approach that is individualized, strengths-
 3 based, culturally appropriate, and Client-centered.

4 55. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 5 developed by ADMINISTRATOR to determine the appropriateness of Diagnosis and treatment and to
 6 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
 7 Supervisory review is conducted by the program/clinic director or designee.

8 56. Token means the security device which allows an individual user to access the COUNTY’s
 9 computer based IRIS.

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

13 58. Vocational/Educational Specialist means a person who provides services that range from
 14 pre-vocational groups, trainings, and supports to obtain employment out in the community based on the
 15 Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on
 16 one” vocational counseling and support to Clients to ensure that their needs and goals are being met.
 17 The overall focus of the Vocational/Educational Specialist is to empower Clients and provide them with
 18 the knowledge and resources to achieve the highest level of vocational functioning possible.

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

22 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Common Terms and Definitions Paragraph of this Exhibit A-1 to the Agreement.

24
 25 **II. BUDGET**

26 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
 27 Exhibit A-1 to the Agreement and the following budgets, which are set forth for informational purposes
 28 only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and
 29 CONTRACTOR.

30
 31 ADMINISTRATIVE COSTS

Indirect Costs	\$ 421,069	<u>\$ 432,703</u>
SUBTOTAL ADMINISTRATIVE	\$ 421,069	<u>\$ 432,703</u>

34
 35 PROGRAM COSTS

Salaries	\$1,575,589	<u>\$1,600,418</u>
Benefits	469,055	<u>460,934</u>

1	Services & Supplies	501,281	563,503
2	Flex Funds	155,706	107,756
3	Subcontracts	<u>—105,636</u>	152,072
4	SUBTOTAL PROGRAM COSTS	\$2,807,267	\$2,884,683
5			
6	GROSS COSTS	\$3,228,336	\$3,317,386
7			
8	REVENUE		
9	Federal Medi-Cal	\$ <u>720,950</u>	\$ 810,000
10	MHSA Medi-Cal	720,950	810,000
11	MHSA	<u>—1,786,436</u>	1,697,386
12	TOTAL REVENUE	\$3,228,336	\$3,317,386
13			
14	MAXIMUM OBLIGATION	\$3,228,336	\$3,317,386

16 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
17 Subparagraph II.A. of this Exhibit A-1 to the Agreement includes Indirect Costs not to exceed fifteen
18 percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).
19 Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
20 include operating income.

21 C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and
22 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,
23 unless authorized by ADMINISTRATOR.

24 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
25 provided pursuant to the Agreement, CONTRACTOR may make written application to
26 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
27 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
28 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
29 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
30 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
31 behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

32 ~~— E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of~~
33 ~~approximately thirty five percent (35%) to be maintained by CONTRACTOR. CONTRACTOR agrees~~
34 ~~to accept COUNTY referrals that may result in an increase in this average.~~

35 ~~— F.~~ E. FLEXIBLE FUNDS

36 1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Flexible Funds
37 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the

1 Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
2 no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been
3 approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds
4 expenditures may be disallowed by ADMINISTRATOR.

5 2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
6 appropriate for the treatment of Client's mental illness and overall quality of life.

7 3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
8 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's
9 monthly Expenditure and Revenue Report.

10 4. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the
11 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
12 Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

13 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to,
14 the following:

15 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
16 what type of expenditures are appropriate, reasonable, justified, and that the expenditure of Flexible
17 Funds shall be individualized according to the Client's needs. Include a sample listing of certain
18 expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

19 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
20 expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may
21 include procedures for check requests/petty cash, or other methods of access to these funds;

22 c. Identification of the process for documenting and accounting for all Flexible Funds
23 expenditures, which shall include, but not be limited to, retention of comprehensible source
24 documentation such as receipts, copy of Client's lease/rental agreements, general ledgers, and needs
25 documented in Client's treatment plan;

26 d. Statement indicating that Flexible Funds may be utilized when other community
27 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a
28 timely manner, or are not appropriate for a Client's situation. PSCs will assist Clients in exploring other
29 available resources, whenever possible, prior to utilizing Flexible Funds;

30 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000,
31 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,
32 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify
33 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
34 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
35 may result in disallowance of the expenditure;

36 f. Statement that pre-purchases shall only be for food, transportation, clothing, and
37 motels, as required and appropriate;

1 g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers
2 and/or gift cards shall be limited to a combined \$5,000 supply on-hand at any given time and that all
3 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
4 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
5 twenty-five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

6 h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and
7 time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase
8 of motel rooms shall be tracked and logged upon purchase and disbursement;

9 i. Statement indicating that Flexible Funds are not to be used for housing for Clients that
10 have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by
11 ADMINISTRATOR;

12 j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
13 Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and

14 k. Identification of procedure to ensure secured storage and documented disbursement of
15 gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
16 possession.

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

28 **HG.** FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and
29 complete financial records of its cost and operating expenses. Such records will reflect the actual cost of
30 the type of service for which payment is claimed. Any apportionment of or distribution of costs,
31 including indirect costs, to or between programs or cost centers of CONTRACTOR shall be
32 documented, and will be made in accordance with generally accepted principles of accounting and
33 Medicare regulations. The Client eligibility determination and fee charged to and collected from
34 Clients, together with a record of all billings rendered and revenues received from any source on behalf
35 of Clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

36 **IH.** CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
37 Paragraph of this Exhibit A-1 to the Agreement.

III. PAYMENTS

1
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
3 ~~\$269,028~~276,449 per month. All payments are interim payments only, and subject to final settlement in
4 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
5 reimbursed for the actual cost of providing the services, which may include Indirect Administrative
6 Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Agreement; provided, however, the
7 total of such payments does not exceed the Maximum Obligation for each period as stated in the
8 Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are
9 reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its
10 discretion, pay supplemental invoices for any month for which the provisional amount specified above
11 has not been fully paid.

12 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
13 Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Agreement.
14 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
15 CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., below.

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

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

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

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

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

36 //

37 //

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

4 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Payments Paragraph of this Exhibit A-1 to the Agreement.

6 7 **IV. REPORTS**

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

10 **B. FISCAL**

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

19 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
20 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
21 and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described
22 in the Services Paragraph of this Exhibit A-1 to the Agreement. Such reports will include actual
23 monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal
24 year. -Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and
25 Revenue Reports.

26 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
27 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
28 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this
29 Exhibit A-1-1 to the Agreement and will include the employees' names, licensure status, monthly salary,
30 hire and/or termination date, and any other pertinent information as may be required by
31 ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20)
32 calendar days following the end of the month being reported. If an extension is approved by
33 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

34 **D. PROGRAMMATIC**

35 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
36 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
37 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter

1 being reported unless otherwise specified. Mental Health Programmatic reports shall include, but not
2 limited to, the following:

3 a. A description of CONTRACTOR's progress in implementing the provisions of this
4 Agreement,

5 b. Report of placement and movement of Clients along the continuum of services,

6 c. Voluntary and involuntary hospitalizations and special incidences,

7 d. Vocational programs, educational programs, including new job placements, Clients in
8 continuing employment.

9 e. Reporting of the numbers of Clients based upon their level of function in the MORS
10 Level system.

11 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to
12 any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in
13 population served and reasons for any such changes.

14 g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in
15 achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve
16 satisfactory progress.

17 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or
18 emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious
19 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
20 CONTRACTOR shall notify and submit incident reports on an approved form to COUNTY within
21 twenty-four (24) hours of any such serious adverse incident.

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

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

29 F. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
30 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
31 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
32 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
33 said psychometrics.

34 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
35 Reports Paragraph of this Exhibit A-1 to the Agreement.

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V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Enhanced Recovery Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

2100 North Broadway, Suite 100 and 101
Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Agreement.
2. The facility shall be open from Monday through Friday 8:00 a.m. until at least 5:00 p.m. in adherence with the COUNTY's regularly scheduled service hours; however, CONTRACTOR shall modify these hours of operation to provide services in the evenings and/or weekends in order to meet Clients' needs. Additionally, CONTRACTOR agrees to provide access to its Clients twenty-four (24) hours per day, seven (7) days per week.
3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED – Serious and persistent mentally ill adults, ages eighteen (18) years and older, who are legally residing in COUNTY and otherwise eligible for public services under federal and state law. All individuals served must meet CCR Title IX medical necessity criteria. The Enhanced Recovery FSP program shall provide services to Clients from two distinct populations.

1. The first population to be served are individuals who are on LPS conservatorship (public or private) and currently residing in long-term care facilities and preparing for discharge, or in Residential Rehabilitation Care facilities, or in the community, who, given the opportunity, could regain control of their independence and achieve enhanced recovery. These individuals often have a history of institutionalization and/or failed placements due to their mental illness and may need additional support to successfully reintegrate and remain in the community. Referrals for this population may come from the COUNTY, long-term care facilities, and the community.
2. The second population to be served are individuals charged with misdemeanor or felony offenses that are related to their mental illness, and may be of questionable competence to stand trial. Referrals for this population will come from the COUNTY through the Collaborative Assisted Intervention (AI) Court.

C. PROGRAM PHILOSOPHIES – CONTRACTOR's program shall be guided by the following values, philosophies, and approaches to recovery in the services provided:

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1 1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’
2 worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome.
3 Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality
4 shall be considered when developing and providing services.

5 2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply
6 FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full
7 Service Partnership, including the idea of what it means to “be fully served” and providing an integrated
8 service experience within the FSP. Individuals who have been diagnosed with a serious mental illness
9 shall receive mental health services through an individual service plan where both the Client and their
10 PSC agree that they are getting the services they want and need, in order to achieve their wellness and
11 recovery goals.

12 3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall
13 identify and define levels of service and supports that create a continuum of services based on the
14 Clients’ stages of Recovery to ensure that Clients are “fully served.”

15 4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
16 successfully bringing individuals into the FSP as well as retaining Clients in the FSP while they need
17 services.

18 5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients
19 that reflects the belief in recovery. The healing and recovery process will not truly begin until a Client
20 feels welcomed and accepted into the services and supports provided by the FSP team.

21 6. Stage of Readiness for Change – CONTRACTOR shall focus on Clients’ Stage of
22 Readiness for Change toward changing behaviors and have concrete interventions and supports to
23 support the Client’s move towards recovery in that specific area of their life.

24 7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR
25 shall promote a foundation for healing through the relationship between the Client and Personal Services
26 Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service
27 Delivery.

28 8. Fostering Independence, Self-Determination and Transitioning to Community Supports –
29 CONTRACTOR shall assist Clients in becoming more engaged in their recovery to reduce reliance on
30 the mental health system, as mental health interventions become less necessary.

31 9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and
32 living productive lives in their community; to reduce unnecessary Client reliance on the mental health
33 system; and to increase capacity within the system to serve new Clients.

34 10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their
35 individual strengths in treatment as an effective way to help Clients achieve their goals and believe that
36 recovery is possible.

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1 11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more
2 responsibility for their overall care by becoming more involved in decision-making and successfully
3 manage their symptoms.

4 12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health
5 Disorders – CONTRACTOR shall integrate substance use and mental health services into one treatment
6 plan as it is critical to the recovery process for both disorders. Integrated Dual Disorder Treatment
7 model is an approach that helps people recover by offering treatments that combine or integrate mental
8 health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of
9 Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use
10 disorders so that they can pursue their own meaningful life goals.

11 13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and
12 value of therapy, counseling, and medication as treatment modalities within a FSP. CONTRACTOR
13 shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to
14 support their success.

15 14. Reconnecting with Family – CONTRACTOR shall facilitate the recovery process and add
16 an element of social support to the Client and include the family in services when appropriate.

17 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
18 Clients to shift Clients' support from weighing heavily on the mental health system to weighing more
19 heavily in the community. CONTRACTOR shall focus on increasing Clients' social network and
20 increasing their opportunities to meet new people as Clients recovery progresses.

21 16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to
22 engage in activities that are meaningful, create self-sufficiency, and give back to the community.

23 17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize
24 Client contact with law enforcement and the judicial system.

25 18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients
26 have access to needed comprehensive health care. Access to these services is particularly critical since
27 mental health Clients often have undiagnosed and untreated medical conditions that result in chronic
28 medical conditions and premature death.

29 19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination
30 of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful
31 discharge.

32 20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP
33 team as a whole in treatment and service planning and develop a structure for team meetings to discuss
34 cases and coordinate care.

35 21. Use of Peer Staff – CONTRACTOR shall identify meaningful roles for peer employees as
36 part of a FSP team. Employing peers is transformational and not only helps individuals give back to the
37 system that helped them recover, but also, if done with care, will reduce the stigma associated with

1 mental illness. CONTRACTOR shall maintain the ability to develop and utilize peers who are
2 knowledgeable about the needs of Clients.

3 22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall create an
4 array of readily available housing options and provide safe and affordable housing for each Client.

5 23. Graduation - Graduation is the expected outcome for all Clients and is not only crucial to
6 the Clients as validation of their accomplishments and belief in their potential, but is also crucial for
7 capacity and flow through our system. CONTRACTOR shall work with Clients and provide them with
8 support needed to develop the confidence to move to lower levels of care or full community integration.

9 24. Evidence-Based Practices - CONTRACTOR shall focus on using EBPs whenever possible,
10 including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it
11 takes” approach to remove barriers for individuals to access the support needed to fully integrate into the
12 community. CONTRACTOR shall have staff with the needed expertise to collect and analyze data and
13 outcomes in line with established fidelity measures. This staff will ensure desired outcomes are achieved
14 and routinely tested for accuracy.

15 25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
16 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
17 achieving desired results. These results shall be made available to COUNTY and the general public via:
18 the MHSA website, quarterly outcome focused management meetings and public forums upon request
19 and approval from COUNTY.

20 D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to the
21 following services under the provision of Enhanced Recovery FSP services:

22 1. Crisis Intervention and Management Services: Emergency response services enabling the
23 Client to cope with the crisis while maintaining his/her functioning status within the community and
24 aimed at preventing further decompensation. This may include assessment for involuntary
25 hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

26 2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side
27 effects of medication and obtaining informed consent.

28 a. Medication education shall be provided including discussing risks, benefits and
29 alternatives with the Clients or significant support persons.

30 b. Plan development related to decreasing impairments, delivering of services, evaluating
31 the status of the Client's community functions, and prescribing, dispensing, and administering
32 psychotropic medications shall be discussed with the Client and documented.

33 3. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is
34 non-confrontational, follows behavioral principles, considers interactions between mental illness and
35 substance abuse, and has gradual expectations of abstinence. Mental health and substance use research
36 has strongly indicated that to recover fully, a Client with a co-occurring disorder needs treatment for
37 both problems, as focusing on one does not ensure the other will go away. Co-occurring services

1 integrate assistance for each condition, helping people recover from both in one setting at the same time.
 2 All treatment team members shall be co-occurring capable. When appropriate, the American Society of
 3 Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring
 4 treatment indicated. Individuals with co-occurring issues shall be provided a range of co-occurring
 5 services including linkage to medical detox, social detox, residential treatment, etc.

6 4. Vocational and Educational Services: As part of the continuum of Recovery it is important
 7 that members develop an “identity” other than that of a mental health Client; towards this end, members
 8 will be supported in exploring a full range of opportunities, including but not limited to, volunteer
 9 opportunities, part-time/full-time work, supported employment, competitive employment, and
 10 educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational
 11 Specialist to assist enrolled members with these services.

12 a. Educational Services: CONTRACTOR shall engage Clients in activities to support
 13 them in achieving the highest educational functioning possible. Services and activities may include
 14 General Education Diploma preparation, and linkage to colleges, vocational training and adult schools.

15 b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-
 16 vocational/vocational s activities that assist them in determining their skills, interests, values, and
 17 realistic career goals, and services that help them in developing work skills, gaining work experience,
 18 and finding employment. Activities and services may include, but not be limited to the following areas:
 19 career exploration, identification of personal strengths, values, and talents, resume writing, job seeking
 20 skills, interviewing skills, job coaching, job placement, job retention, and symptom management in the
 21 workplace. The intent of these activities and services is to actively engage Clients in identifying and
 22 developing their own positive work identities; building self-confidence and vocational skills; and
 23 ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find
 24 employment settings that match the members’ interests, abilities, aptitudes, strengths and individualized
 25 goals, and provide supportive services to ensure vocational success.

26 c. Job Coaching/Developing: The Employment Specialist shall assist Clients in the
 27 exploration of various career options as well as actively strategizing collaborative relationships in the
 28 private and public sector to create job opportunities for members. This position will work closely with
 29 management staff and the Data Analyst to explore and implement evidence-based best practices in this
 30 area.

31 5. Family and Peer Support Services:

32 a. Connection to community, family, and friends is a critical element to Recovery and
 33 shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural
 34 support system in treatment and services; peers will be hired as Peer Recovery Specialists to assist
 35 members in their Recovery.

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1 b. Supportive Socialization and Meaningful Community roles: CONTRACTOR shall
2 provide client-centered services that will assist Clients in their Recovery, self-sufficiency, and in seeking
3 meaningful life activities and relationships.

4 c. Family Support Services: CONTRACTOR shall create a culture that embraces families
5 in the recovery process. Family therapy is found to be an integral part of the success of this population's
6 recovery. CONTRACTOR shall have a licensed clinician who has experience working with family
7 theory and practice. The clinician will continuously evaluate the needs of the family members, and
8 provide services accordingly. These services will include but not be limited to; multi-family groups,
9 psycho-educational groups, and family therapy. Some of the components of family treatment should
10 include, but not be limited to: communication, family dynamics, and resource development.
11 CONTRACTOR shall collaborate with the Client and family members to provide education about
12 mental health and support in navigating the mental health system.

13 6. Transportation Services: CONTRACTOR shall provide transportation services which may
14 include, but not be limited to: provision of bus tickets and taxi vouchers; transportation to appointments
15 deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment;
16 or transportation for the provision of any case management services. Transportation may be conducted
17 by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR
18 shall possess the ability to provide or arrange for transportation of Clients to planned community
19 activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means
20 of transportation whenever possible.

21 7. Money Management/Representative Payee Support Services: CONTRACTOR shall
22 designate a bonded Representative Payee Services to provide money management services to those
23 Clients who are not able to manage their finances independently. These Clients include those that have
24 funding, but are not able to or willing to meet their basic needs without assistance. Money management
25 will also include individual and/or group education regarding personal budgeting.

26 8. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff
27 must be available twenty-four (24) hours per day, seven (7) days per week for intensive case
28 management and crisis intervention for enrolled Clients. The on-call staff must be able to respond in
29 person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided
30 with the on-call phone number and know how to access the on-call services as needed.

31 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits
32 Specialist to assist Clients in accessing financial benefits and/or entitlements. The Specialist shall be
33 knowledgeable of benefits/entitlements, such as SSI/SSDI, Medi-Cal, CalFresh, and General Relief, and
34 shall work with Clients to gather records, complete the application process, and secure
35 benefits/entitlements as quickly as possible.

36 10. Housing Services: CONTRACTOR shall provide a continuum of housing support to FSP
37 Clients. This service category includes a comprehensive needs assessment, linkage and placement in a

1 safe living arrangement, and ongoing support to sustain an appropriate level of housing.
2 CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for
3 individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall
4 arrange to accompany Clients to their housing placements to ensure that access is smooth and that the
5 Client is secure in their placement and equipped with basic essentials, as well as to provide a warm
6 handoff to the housing provider. CONTRACTOR shall use a Housing First model, an approach that is
7 centered on the belief that individuals can achieve stability in permanent housing directly from
8 homelessness and that stable housing is the foundation for pursuing other health and life goals; thus
9 services are oriented to help individuals obtain permanent housing as quickly and with as few
10 intermediate steps as possible. CONTRACTOR shall provide supports to help Clients engage in needed
11 services and identify and address housing issues in order to achieve and maintain housing stability.
12 CONTRACTOR shall develop working relationships and collaborations with COUNTY's Housing
13 Services, local housing authorities, community housing providers, property owners, property
14 management staff, etc. to ensure that Clients have access to an array of readily available housing options,
15 facilitate successful transition and placement, and maximize the Clients' ability to live independently in
16 the community. CONTRACTOR shall train staff to utilize best practices that support clients' transition
17 from homelessness to housing. CONTRACTOR's staff shall include a Housing Specialist and, if
18 needed, a Supportive Housing PSC to provide housing services and supports to all enrolled members.
19 Housing options shall include, but not be limited to:

20 a. Emergency Housing - Immediate shelter for critical access for Clients who are
21 homeless or have no other immediate housing options available. Emergency housing is a time-limited
22 event and shall only be utilized until a more suitable housing arrangement can be secured.

23 b. Motel Housing – For individuals who may be unwilling or are inappropriate for a
24 shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in
25 nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be
26 secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR's P&P, as identified
27 in the Responsibilities Paragraph of this Exhibit A-1.

28 c. Interim (Transitional) Housing – For individuals who may benefit from an intermediate
29 step between shelter and permanent housing. Interim/Transitional housing is generally time-limited, up
30 to eighteen (18) months, and provides structures and programming in the context of housing such as
31 Board and Care or Room and Board. CONTRACTOR may look into housing options such as master
32 leasing.

33 d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP
34 members. Permanent housing refers to housing where tenants have leases that confer the full rights,
35 responsibilities and legal protections under housing laws; and includes, but is not limited to, utilization
36 of Continuum of Care Vouchers and living independently in homes/apartments and County based
37 housing projects.

1 e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing
2 option shall be available when appropriate to provide the Clients with the highest probability of success
3 towards Recovery.

4 11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every
5 Client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical
6 needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the
7 primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the
8 Primary Care Provider when indicated.

9 12. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest
10 and need and may include, but not be limited to: Men's and Women's Groups, Relapse Prevention,
11 Recovery & Wellness, Life Skills, Coping Skills, etc.

12 13. Meaningful Community Roles: CONTRACTOR shall assist each member to find some
13 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself
14 or herself in "normal" roles such as employee, son, mother, and neighbor. CONTRACTOR shall work
15 with each member to join the larger community and interact with people who are unrelated to the mental
16 illness.

17 14. Intensive Case Management Services: CONTRACTOR shall provide intensive case
18 management services which shall include a smaller caseload size, team management, an emphasis on
19 outreach and engagement, and an assertive approach to maintaining contact with Clients.

20 15. Rehabilitation Services and Therapy: CONTRACTOR shall provide rehabilitation services
21 to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social
22 and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources,
23 and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or
24 with family members.

25 16. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This peer-run center
26 will be located at the program site and will provide an opportunity for Clients to develop organizational,
27 social, and leadership skills as they design a program that meets Clients' needs. All activities and
28 groups offered are designed and run by Clients enrolled in CONTRACTOR's FSP. CONTRACTOR
29 shall establish a Peer Advisory Committee to provide client input into program development and quality
30 improvement.

31 17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care
32 approach in the delivery of behavioral health services.

33 a. A trauma-informed approach includes an understanding of trauma and an awareness of
34 the impact it can have across settings, services, and populations; it involves viewing trauma through an
35 ecological and cultural lens and recognizing that context plays a significant role in how individuals
36 perceive and process traumatic events; and it involves four key elements:

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1) Realizes the widespread impact of trauma and understands potential paths for recovery;

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;

3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and

4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care

2) System wide understanding of trauma prevalence, impact, and trauma-informed care

3) Cultural competence

4) Consumer voice, choice and self-advocacy

5) Recovery, client-driven and trauma specific services

6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. Program Specific Services – Enhanced Recovery Members

1. CONTRACTOR shall coordinate Clients' needs and services with the Residential Rehabilitation providers while the Clients are residing in Residential Rehabilitation facilities.

2. CONTRACTOR shall coordinate engagement services and placement of Clients into the FSP with ADMINISTRATOR once Clients are identified and ready to be discharged from long-term care facilities such as an IMD, Therapeutic Residential Center (TRC), or Mental Health Rehabilitation Center (MHRC).

3. CONTRACTOR shall develop transition activities for members who are coming from an IMD, TRC, or MHRC that details the expectations of the FSP, the responsibilities of the members, FSP, and other partners involved in the members' recovery, and the ultimate goal of community integration and graduation.

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1 4. CONTRACTOR shall have monthly meetings with ADMINISTRATOR to review
2 members' progress and share information such as housing status, group attendance, medication
3 compliance, hospitalization, and progress towards recovery.

4 5. CONTRACTOR staff shall have a thorough understanding of LPS conservatorship, the
5 conservatorship process, and the resources and supports available for conservatees and private
6 conservators. CONTRACTOR shall train staff in the knowledge and skill set needed in working with
7 Clients on conservatorship, as well as coordinating with public and private conservators to facilitate
8 client recovery.

9 6. CONTRACTOR shall provide family support services that address the specific needs of
10 families and/or private conservators including, but not limited to, outreach and engagement, educational
11 and support groups, and family therapy. As needed, services shall be provided in the evenings and/or
12 weekends to accommodate family members' and/or private conservators' schedule and needs.

13 F. Program Specific Services – Assisted Intervention (AI) Court Members

14 1. CONTRACTOR shall coordinate services within the guidelines set forth by the court.

15 2. CONTRACTOR shall work in a collaborative nature and create a culture and environment
16 that shall involve all interested parties such as, but not limited to, the court, ADMINISTRATOR, Public
17 Defender, District Attorney, Probation, Clients' families, and the various housing operators.

18 3. CONTRACTOR shall perform three (3) scheduled and one (1) unscheduled drug testing
19 each month and report any unfavorable findings to the court.

20 4. CONTRACTOR shall assist members in making their scheduled court dates and, in some
21 instances, attending court hearings with the members.

22 5. CONTRACTOR shall develop a process for providing members with information that
23 details the expectations of the court, the responsibilities of the members, FSP, and other partners
24 involved in the members' recovery, and the ultimate goal of community integration and graduation.

25 G. Collaboration Requirements – CONTRACTOR shall coordinate services, as appropriate, with
26 ADMINISTRATOR, Public Guardian's Office, Collaborative Courts, Public Defender's Office, District
27 Attorney's Office, Probation, designated Residential Rehabilitation providers, long-term care facilities,
28 and other providers and community resources.

29 1. CONTRACTOR shall maintain ongoing collaboration with a variety of stakeholders
30 involved with individual Clients, including family members and significant others; employers; long-term
31 care facilities; COUNTY departments and agencies, such as, but not limited to, Collaborative Courts,
32 Probation Department, Public Defender's Office, Public Guardian, and LPS Mental Health.

33 2. Key elements of collaboration shall include, but are not limited to, the following:

34 a. Engagement – CONTRACTOR shall provide outreach and engagement through
35 collaboration with Public Guardian's Office, IMDs, TRCs, MHRC, and Residential Rehabilitation
36 providers, etc.

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1) ADMINISTRATOR Role: ADMINISTRATOR shall support engagement, conduct eligibility determination, and approve pre-enrollment for all Clients who enter the program.

2) CONTRACTOR Role: CONTRACTOR shall design, coordinate, and engage in outreach activities, and shall ensure that those engaged through outreach are assessed and, once enrolled, assigned a PSC.

b. Personal Service Coordination – CONTRACTOR shall utilize PSCs who shall provide primary support, facilitate the development of a person-centered recovery plan, and coordinate the access of supports and services necessary to support the Client to achieve the goals of his/her recovery plan.

1) ADMINISTRATOR Role: ADMINISTRATOR shall provide support to CONTRACTOR's PSCs with available COUNTY resources and act as a liaison with the Public Guardian's Office.

2) CONTRACTOR Role: CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate outreach and to serve Clients in other languages and ASL is highly desirable.

c. Integrated Service Team – The Integrated Service Team shall include ADMINISTRATOR and CONTRACTOR staff. The Integrated Service Team shall maintain weekly communication and meet at least monthly to coordinate supports, problem solve, and develop exit strategies/discharge planning. CONTRACTOR staff shall be available to respond to all Clients on a twenty-four (24)-hour per day/seven (7) days per week basis. The identified Residential Rehabilitation providers shall also participate on the Integrated Service Team.

1) ADMINISTRATOR Role: ADMINISTRATOR staff shall participate on the Integrated Service Team.

2) CONTRACTOR Role: CONTRACTOR shall coordinate and facilitate the Integrated Service Team meetings. All service-provision staff shall participate on the Integrated Service Team.

H. Residential Rehabilitation Facilities are an integral component of this program and shall be part of the collaborative team which includes, but not be limited to, ADMINISTRATOR, CONTRACTOR, and Residential Care staff. This collaborative team shall review all cases before accepting from long-term care facilities and discuss needs, supports, and areas of risk and work as a single unit in strategizing and implementing the services necessary to allow the new member the best opportunity to succeed.

I. CONTRACTOR shall develop a collaborative partnership with ADMINISTRATOR's staff who will be assigned to work as the liaison between the Collaborative Court and the CONTRACTOR. Examples of this collaboration include responding promptly, conveying accurate information, and maintaining opportunities to consult about cases.

1 J. Discharge of Clients from the program shall be determined by the Clients' movement along the
2 recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and
3 CONTRACTOR.

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

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

12 M. CONTRACTOR shall have a commitment to meeting the required response times for hospitals
13 (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight
14 [48] hours). CONTRACTOR shall collaborate with these institutions to coordinate services and provide
15 continuity of care.

16 N. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the
17 program of the average census at end of year.

18 O. CONTRACTOR shall have an identified individual who shall:

19 1. Complete one hundred percent (100%) chart review of Client charts regarding clinical
20 documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart
21 standards;

22 2. Provide clinical support and training to CONTRACTOR staff on chart documentation and
23 treatment plans;

24 3. Become a certified reviewer by the ADMINISTRATOR's Authority and Quality
25 Improvement Services (AQIS) unit within six months from the start of the Agreement;

26 4. Oversee all aspects of the clinical services of the recovery program;

27 5. Coordinate with in-house clinicians, medical director and/or nurse regarding Client
28 treatment issues, professional consultations, or medication evaluations;

29 6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication
30 monitoring, second opinion and request for change of CONTRACTOR; and

31 7. Participate in program development and discuss with other staff regarding difficult cases
32 and psychiatric emergencies.

33 P. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
34 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all
35 chart documentation complies with all federal, state and local guidelines and standards.
36 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

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1 Q. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedures and
2 practices. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS
3 reports, if available, and if applicable.

4 R. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR's
5 P&Ps and Medi-Cal documentation requirements.

6 S. CONTRACTOR shall ensure compliance with workload standards and productivity.

7 T. CONTRACTOR shall review and approve all admissions, transfers, discharges from the
8 program and extended stays in the program.

9 U. CONTRACTOR shall submit corrective action plans upon request.

10 V. CONTRACTOR shall comply with ADMINISTRATOR's guidelines and procedures.

11 W. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred
12 for admission.

13 X. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

14 Y. CONTRACTOR shall have active participation in State and regional MHSA forums and
15 activities.

16 Z. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance
17 Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome
18 measures.

19 #

20 AA. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
21 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
22 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
23 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
24 Agreement.

25 AB. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited to:

26 1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any
27 aspect of clinical care.

28 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
29 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving
30 all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress,
31 compliance with P&P's, review of statistics and clinical services;

32 3. Collaborative meetings to address various aspects of client care including but not limited to:
33 housing specialist meetings, vocational/educational specialist meetings, data meetings, MHSA, etc.

34 AC. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
35 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to
36 accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-
37 annually at a minimum for updates. Policies will include, but not be limited to, the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

AD. CONTRACTOR shall provide initial and on-going training and staff development that includes, but is not limited to, the following:

1. Orientation to the program's goals and P&Ps, and FSP program philosophies
2. Training on subjects as required by state regulations
3. Recovery philosophy, client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance use disorder
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional Boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;

1 4. Maintain appropriate staffing levels;
 2 5. Request budget and/or staffing modifications to the Agreement;
 3 6. Effectively communicate and monitor the program for its success;
 4 7. Track and report expenditures electronically;
 5 8. Maintain electronic and telephone communication between key staff and
 6 ADMINISTRATOR; and

7 9. Act quickly to identify and solve problems.

8 AF. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and
 9 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
 10 within the appropriate timelines.

11 AG. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
 12 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
 13 permitted.

14 AH. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved
 15 by ADMINSTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor
 16 complaints and staff contact information available to neighboring residents.

17 AI. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance
 18 Outcome Objectives and track and report Performance Outcome Objective statistics in monthly
 19 programmatic reports, as outlined below.

20 1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental
 21 health services, intensive case management, housing, and vocational) through number of Clients
 22 admitted and engaged into services.

23 2. CONTRACTOR shall track the number of days Clients are hospitalized and make every
 24 effort to reduce them through services provided in the Agreement.

25 3. CONTRACTOR shall track the number of days Clients are incarcerated and make every
 26 effort to reduce them through services provided in the Agreement.

27 4. CONTRACTOR shall track the number of days Clients are homeless and living on the
 28 streets and make every effort to reduce them through services provided in the Agreement.

29 5. CONTRACTOR shall track the number of Clients gainfully employed and make every
 30 effort to increase them through services provided in the Agreement.

31 6. CONTRACTOR shall track the number of days Clients are receiving emergency
 32 interventions and make every effort to reduce them through services provided in the Agreement.

33 7. CONTRACTOR shall track the number of days Clients are arrested and make every effort
 34 to reduce them through services provided in the Agreement.

35 8. CONTRACTOR shall track the number of days Clients are placed in independent living and
 36 make every effort to increase them through services provided in the Agreement.

37 //

1 9. Listed above are the outcome measures by which the effectiveness of your program will be
 2 evaluated. It is the responsibility of the CONTRACTOR to educate themselves with best practices and
 3 those associated with attainment of higher levels of Recovery.

4 10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

5 11. CONTRACTOR shall track the number of Clients who reach their employment goals and
 6 are successfully discharged to a lower level of care.

7 12. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Adult
 8 Performance Outcome Department, additional performance measures/outcomes as needed.

9 AJ. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and
 10 report on Client demographics and other statistics including but not limited to:

11 1. The total number of Clients referred to, and enrolled in services.

12 2. The total number of duplicated and unduplicated Clients served.

13 3. The total number of Clients discharged from services, reason for discharge and the length of
 14 stay for each Client in the program.

15 AK. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data.
 16 Outcome data entered into an approved data collection system that is submitted to the COUNTY
 17 detailing the PAF, 3M's, KET data and complete Client database must be certified with the submission
 18 of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and
 19 include four (4) files. The first shall be a copy of current database; the following three shall be XML
 20 formatted files for submission to the State DCR.

21 1. DATA - Should CONTRACTOR's current database copy cannot be submitted via
 22 Microsoft Access file format, the data must be made available in an HCA approved database file type.
 23 The data collection system used must be approved by ADMINISTRATOR in order to meet COUNTY
 24 reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements
 25 that are provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow
 26 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,
 27 run, print, and export Client records/reports).

28 a. CONTRACTOR shall track and report Performance Outcome Measure as required by
 29 State, COUNTY, and/or MHSA.

30 b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department
 31 (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting.

32 c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR
 33 to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and
 34 duration of services.

35 2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has
 36 the ability to export data and import data from other data systems used by existing FSP
 37 CONTRACTORS to allow for Client transfers. Data must include PAF, 3M's and KET's.

1 a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for
 2 transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance with MHSA
 3 requirements.

4 AL. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

5 1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data
 6 Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of
 7 the Agreement.

8 2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
 9 no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has
 10 not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of
 11 Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be
 12 deemed out of compliance with the terms and conditions of the Agreement.

13 3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
 14 Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification
 15 P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

16 4. CONTRACTOR shall have an identified individual who shall:

17 a. Review the approved data collection database for accuracy and to ensure that each field
 18 is completed;

19 b. Develop processes to ensure that all required data forms are completed and updated
 20 when appropriate;

21 c. Review the approved data collection system reports to identify trends, gaps and quality
 22 of care;

23 d. Submit monthly approved data collection system reports to ADMINISTRATOR by the
 24 tenth (10th) of every month for review and return within two (2) weeks with identified corrections;

25 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
 26 correct;

27 f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into
 28 approved data collection system. The score rating for each individual member will be entered under the
 29 clinical assessment tools; and

30 g. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the
 31 tenth (10th) of every month.

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

35 AN. CONTRACTOR shall train staff to utilize the COUNTY's Access Log as the first point of
 36 contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall
 37 //

1 complete the Access Log accurately and as required, including information such as Type of Contact,
2 Outcome of Contact, and instances where Clients are in need of Crisis Services.

3 AO. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 Services Paragraph of this Exhibit A-1 to the Agreement.

6 VI. STAFFING

7 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
8 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
9 CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a
10 manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse
11 populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of
12 the programming, recruitment, and hiring of staff that speak the same language and have the same
13 cultural background of the Clients to be serviced. This inclusion of COUNTY's multiple cultures will
14 assist in maximizing access to services. CONTRACTOR shall provide education and training to staff to
15 address cultural and linguistic needs of population served. Any clinical vacancies occurring at a time
16 when bilingual and bicultural composition of the clinical staffing does not meet the above requirement
17 must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the
18 filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions
19 may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in
20 writing, in advance, by ADMINISTRATOR.

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

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

29 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
30 advance, of any new staffing changes; including promotions, temporary FTE changes, and internal or
31 external temporary staffing assignment requests that occur during the term of the Agreement.

32 E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and
33 have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the
34 P&P training for each staff member and place it in their personnel files.

35 F. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training,
36 Annual Compliance Training, and Annual ~~Compliance~~ Cultural Competency Training.

37 //

1 G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices,
2 P&Ps, documentation standards, and any state and federal regulatory requirements.

3 H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
4 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
5 Standards of Care practices, P&P's, documentation standards, and any state and federal regulatory
6 requirements.

7 I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and
8 updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's,
9 and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as
10 all the internet checks have been completed and are acceptable.

11 J. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
12 FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of
13 forty (40) hours of work per week.

PROGRAM	FTE
Regional Director of Operations	0.20
Clinical <u>Program</u> Administrator	1.00
Clinical Director	1.00
Team Leader (Licensed)	1.00
Office Coordinator	1.00
IS Regional Business Specialist	0.10
Data Mining and Analysis Specialist	1.00
Billing Specialist	1.50
Office Coordinator I	1.00
Medical Records Technician	1.00
HR Generalist	0.04
Regional IT Support Analyst	0.10
Driver	1.00
Personal Service Coordinator I <u>Case Manager I</u>	3.00 <u>2.00</u>
Personal Service Coordinator <u>Case Manager II</u>	6.00 <u>7.00</u>
Housing Specialist	1.00
Education/Employment Specialist	1.00
Drug Testing Coordinator	0.50
Peer Support Specialist	1.00
Peer Recovery Coach	1.00
Licensed Vocational Nurse	1.50 <u>1.00</u>
Nurse Practitioner	1.00

1	Psychiatrist (Subcontractor)	0.20
2	Clinician	2.00
3	Quality Coordinator/Trainer	1.00
4	Registered Nurse	1.00 0.80
5	TOTAL CONTRACT FTEs	30.14 28.26

6

7 K. WORKLOAD STANDARDS

8 1. One (1) DSH will be equal to sixty (60) minutes of direct service.

9 2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one
 10 thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include
 11 Mental Health, Case Management, Crisis Intervention, and Medication Management Services.
 12 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to
 13 exceed this minimum, unless otherwise approved by ADMINISTRATOR.

14 3. CONTRACTOR shall provide a minimum of ~~nineteen~~ eighteen thousand ~~two~~ six hundred
 15 seventy-two (~~19,272~~ 18,672) direct service hours for Client related services, with a minimum of one
 16 thousand four hundred forty (1,440) hours of medication support services and seventeen thousand
 17 ~~eight~~ two hundred thirty-two (~~17,832~~ 17,232) hours of other mental health, case management and/or crisis
 18 intervention services as outlined below. CONTRACTOR understands and agrees that these are
 19 minimum requirements and shall make every effort to exceed these minimums. CONTRACTOR shall
 20 monitor staff productivity and establish expectations, in consultation with COUNTY, in order to
 21 maximize the utilization of services and demonstrate efficient and effective management of program
 22 staff and resources.

23 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred forty-one
 24 (141) Clients throughout the term of the Agreement. The make-up of the Clients shall be as follows:
 25 one hundred and nine (109) Clients who are on LPS conservatorship and currently, or have history of
 26 placement, in long-term care facilities or residential rehabilitation care facilities; and thirty-two (32)
 27 Clients who are participating in the COUNTY's Assisted Intervention court. For Enhanced Recovery
 28 Full Service Partnership, CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15-20)
 29 Clients to one (1) staff.

30 L. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as
 31 stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1.

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

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1 N. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant
2 to Section 5150, WIC.

3 O. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
4 interns and volunteers as required by the respective governing licensing board such as the Board of
5 Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of
6 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours
7 of psychotherapy/counseling in a given week; after required hours have been accrued, staff must
8 continue to receive required supervision until a license is issued. Clinical supervision shall be provided
9 by a qualified Licensed Mental Health (LMHP) within the same legal entity and be documented for all
10 registered/waivered employees, interns and volunteers.

11 P. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of
12 ADMINISTRATOR.

13 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
14 descriptions or work contracts.

15 2. An intern is an individual enrolled in an accredited graduate program accumulating
16 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
17 Acceptable graduate programs include all programs that assist the student in meeting the educational
18 requirements in becoming a LMFT, a LCSW, LPCC, or a licensed Clinical Psychologist.

19 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of
20 total services provided.

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

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

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

31 T. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
32 Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 5 a. Each staff member who no longer supports the Agreement;
- 6 b. Each staff member who no longer requires access to IRIS;
- 7 c. Each staff member who leaves employment of CONTRACTOR;
- 8 d. Token is malfunctioning; or
- 9 e. Termination of this Agreement.

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

12 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
13 acts of negligence.

14 U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Staffing Paragraph of this Exhibit A-1 to the Agreement.

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

34 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
35 45 CFR § 160.103.

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

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

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

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

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
2 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
3 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

28 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
30 and to make information related to such Disclosures available as would be required for COUNTY to
31 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
32 45 CFR § 164.528.

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

37 //

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
28 website access, file transfer, and E-Mail.

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

33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
12 COUNTY.

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

35 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
36 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
37 //

1 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
2 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
32 17935(d)(2).

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

29 3. The obligations of this Business Associate Contract shall survive the termination of the
30 Agreement.

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1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 TELECARE CORPORATION
8 JULY 1, 2019 THROUGH JUNE 30, 2020
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

31 9. "Required by law" means a mandate contained in law that compels an entity to make a use
32 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
33 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
34 or tribal inspector general, or an administrative body authorized to require the production of information,
35 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
36 with respect to health care providers participating in the program, and statutes or regulations that require
37 //

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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