

1 AGREEMENT FOR PROVISION OF
2 OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 COLLEGE COMMUNITY SERVICES

7 ~~JULY 1, 2017 THROUGH JUNE 30, 2020~~ JULY 1, 2020 THROUGH JUNE 20, 2021

8
9 THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE
11 COMMUNITY SERVICES, a California nonprofit corporation (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

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

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Older Adult
19 Full Service Partnership services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

~~Term: July 1, 2017 through June 30, 2020~~

~~Period One means the period from July 1, 2017 through June 30, 2018~~

~~Period Two means the period from July 1, 2018 through June 30, 2019~~

~~Period Three means the period from July 1, 2019 through June 30, 2020~~

Term: July 1, 2017 through June 30, 2021

Period One means the period from July 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

Period Four means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

Period One Maximum Obligation:	\$2,885,214
Period Two Maximum Obligation:	2,885,214
Period Three Maximum Obligation:	2,885,214
TOTAL MAXIMUM OBLIGATION:	\$8,655,642
<u>Period One Maximum Obligation:</u>	<u>\$ 2,885,214</u>
<u>Period Two Maximum Obligation:</u>	<u>2,885,214</u>
<u>Period Three Maximum Obligation:</u>	<u>2,885,214</u>
<u>Period Four Maximum Obligation:</u>	<u>3,462,257</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$12,117,899</u>

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number:

CONTRACTOR TAX ID Number:

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

1 **CONTRACTOR:** College Community Services
2 4281 Katella Ave., Suite 201
3 Los Alamitos, CA 90720
4 Contact Name: Gail Laporte, California State Director
5 Contact Email: Gail.Laporte@pathways.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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4	A. ADL	Activities of Daily Living
5	B. AES	Advanced Encryption Standard
6	C. AMHS	Adult Mental Health Services
7	D. AA	Alcoholics Anonymous
8	E. ARRA	American Recovery and Reinvestment Act
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BBS	Board of Behavioral Sciences
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CAT	Centralized Assessment Team
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CD/DVD	Compact Disc/Digital Video or Versatile Disc
17	N. CFR	Code of Federal Regulations
18	O. CHHS	California Health and Human Services Agency
19	P. CHPP	COUNTY HIPAA Policies and Procedures
20	Q. CHS	Correctional Health Services
21	R. CIPA	California Information Practices Act
22	S. CMPPA	Computer Matching and Privacy Protection Act
23	T. CSW	Clinical Social Worker
24	U. DCR	Data Collection and Reporting
25	V. DD	Dual Disorders
26	W. DHCS	Department of Health Care Services
27	X. D/MC	Drug/Medi-Cal
28	Y. DoD	US Department of Defense
29	Z. DPFS	Drug Program Fiscal Systems
30	AA. DRP	Disaster Recovery Plan
31	AB. DRS	Designated Record Set
32	AC. DSH	Direct Service Hours
33	AD. DSM	Diagnostic and Statistical Manual of Mental Disorders
34	AE. EBP	Evidence-Based Practice
35	AF. E-Mail	Electronic Mail
36	AG. EHR	Electronic Health Record
37	AH. FIPS	Federal Information Processing Standards

1	AI. FSP	Full Service Partnership
2	AJ. FTE	Full Time Equivalent
3	AK. HHS	Health and Human Services
4	AL. HIPAA	Health Insurance Portability and Accountability Act
5	AM. HSC	California Health and Safety Code
6	AN. ID	Identification
7	AO. IEA	Information Exchange Agreement
8	AP. IMD	Institution for Mental Disease
9	AQ. IRIS	Integrated Records Information System
10	AR. KET	Key Events Tracking
11	AS. LPS	Lanterman-Petris Short
12	AT. LPT	Licensed Psychiatric Technician
13	AU. MFT	Marriage and Family Therapist
14	AV. MHP	Mental Health Plan
15	AW. MHRC	Mental Health Rehabilitation Centers
16	AX. MHS	Mental Health Specialist
17	AY. MHSA	Mental Health Services Act
18	AZ. MIHS	Medical and Institutional Health Services
19	BA. MORS	Milestones of Recovery Scale
20	BB. NA	Narcotics Anonymous
21	BC. NIST	National Institute of Standards and Technology
22	BD. NOA-A	Notice of Action
23	BE. NP	Nurse Practitioner
24	BF. NPI	National Provider Identifier
25	BG. NPP	Notice of Privacy Practices
26	BH. OCJS	Orange County Jail System
27	BI. OCPD	Orange County Probation Department
28	BJ. OCR	Office for Civil Rights
29	BK. OCSD	Orange County Sheriff's Department
30	BL. OIG	Office of Inspector General
31	BM. OMB	Office of Management and Budget
32	BN. OPM	Federal Office of Personnel Management
33	BO. P&P	Policies and Procedures
34	BP. PADSS	Payment Application Data Security Standard
35	BQ. PAF	Partnership Assessment Form
36	BR. PBM	Pharmaceutical Benefits Management
37	BS. PC	State of California Penal Code

1	BT. PCI DSS	Payment Card Industry Data Security Standard
2	BU. PHI	Protected Health Information
3	BV. PI	Personal Information
4	BW. PII	Personally Identifiable Information
5	BX. PRA	Public Record Act
6	BY. PSC	Personal Services Coordinator
7	BZ. QIC	Quality Improvement Committee
8	CA. RN	Registered Nurse
9	CB. SSI	Social Security Income
10	CC. HITECH	The Health Information Technology for Economic and
11		Clinical Health Act, Public Law 111-005
12	CD. MTP	Treatment Plan
13	CE. UMDAP	Universal Method of Determining Ability to Pay
14	CF. USC	United States Code
15	CG. WIC	State of California Welfare and Institutions Code
16	CH. WRAP	Wellness Recovery Action Plan
17	CI. XML	Extensible Markup Language

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

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

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

8 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
9 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
10 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
11 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
12 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
13 (COMPLIANCE). These elements include:

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

21 3. If CONTRACTOR does not provide proof of its own Compliance program to
22 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
23 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
24 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
25 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
26 and Code of Conduct.

27 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
28 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
29 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
30 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
31 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
32 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
33 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
34 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
35 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
36 CONTRACTOR shall revise its compliance program and code of conduct to meet

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ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

31 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
32 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11
12 **V. CONFIDENTIALITY**

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

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

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

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

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

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VI. CONFLICT OF INTEREST

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

VII. COST REPORT

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

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

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

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

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

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

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

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

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

28 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
29 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report
30 the services rendered with such revenues.

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

33
34 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
35 supporting documentation prepared by _____ for the cost report period
36 beginning _____ and ending _____ and that, to the best of my
37 knowledge and belief, costs reimbursed through this Agreement are reasonable and

allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
Name _____
Title _____
Date _____"

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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IX DISPUTE RESOLUTION

1
2 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
3 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
4 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
5 brought to the attention of the County Purchasing Agent by way of the following process:

6 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
7 decision regarding the disposition of any dispute between the Parties arising under, related to, or
8 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
9 decision.

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

30
31
32 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
33 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
34 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
35 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
36 Any attempted assignment or delegation in derogation of this paragraph shall be void.

37 //

1 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
2 prior written consent of COUNTY.

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

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

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

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

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

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

32 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
33 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract
34 subsequently fails to meet the requirements of this Agreement or any provisions that
35 ADMINISTRATOR has required.

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

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

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

6 7 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 18 **XII. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

34 35 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

25 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 26 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 27 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
 28 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 29 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
 30 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

37 //

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

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

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

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

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

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

1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

1 N. The Commercial General Liability policy shall contain a “severability of interests” clause also
2 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

7 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
8 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
9 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
10 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this
11 Agreement by COUNTY.

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

15 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 17 a. Prior to the start date of this Agreement.
- 18 b. No later than the expiration date for each policy.
- 19 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
20 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

34 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
35 CONTRACTOR’s monthly invoice.

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

5 **XV. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

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

5
6 **XVI. LICENSES AND LAWS**

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

15 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

18 a. In the case of an individual contractor, his/her name, date of birth, social security
19 number, and residence address;

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

23 c. A certification that CONTRACTOR has fully complied with all applicable federal and
24 state reporting requirements regarding its employees;

25 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
26 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

27 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
28 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
29 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
30 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
31 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
32 grounds for termination of this Agreement.

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

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

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

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

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

34 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

35 A. Any written information or literature, including educational or promotional materials,
 36 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 37 to this Agreement must be approved at least thirty (30) days in advance and in writing by

1 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 2 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 3 and electronic media such as the Internet.

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

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

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

18 **XVIII. MAXIMUM OBLIGATION**

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

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

25 **XIX. MINIMUM WAGE LAWS**

26 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 27 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 28 federal or California Minimum Wage to all its employees that directly or indirectly provide services
 29 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all
 30 its contractors or other persons providing services pursuant to this Agreement on behalf of
 31 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
 32 Wage.

33 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
 34 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
 35 pursuant to providing services pursuant to this Agreement.
 36
 37

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

6 **XX. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

8 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
9 unlawfully discriminate against any employee or applicant for employment because of his/her race,
10 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
11 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
12 orientation, or military and veteran status. Additionally, during the term of this Agreement,
13 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
14 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
15 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
16 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
17 orientation, or military and veteran status.

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

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

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

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

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

37 //

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

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

- 16 1. Denying a client or potential client any service, benefit, or accommodation.
- 17 2. Providing any service or benefit to a client which is different or is provided in a different
18 manner or at a different time from that provided to other clients.
- 19 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
20 others receiving any service or benefit.
- 21 4. Treating a client differently from others in satisfying any admission requirement or
22 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
23 any service or benefit.
- 24 5. Assignment of times or places for the provision of services.

25 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
26 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints
27 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
28 ADMINISTRATOR or COUNTY's Patient Rights Office.

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

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

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

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

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

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

XXI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

3
4 **XXII. NOTIFICATION OF DEATH**

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

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

10 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
11 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
12 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for
13 purposes of computing the time within which to give telephone notice and, notwithstanding the time
14 limit herein specified, notice need only be given during normal business hours.

15 2. WRITTEN NOTIFICATION

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

19 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
20 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
21 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
22 pursuant to this Agreement.

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

27
28 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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1 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

22 **XXV. PAYMENT CARD COMPLIANCE**

23 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
24 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
25 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
26 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
27 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return
28 to compliance and shall be compliant within ten (10) business days of the commencement of any such
29 interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
30 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.
31

32 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

33 ~~A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
34 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
35 accordance with this Agreement and all applicable requirements.~~
36

37 //

~~1 B. CONTRACTOR shall implement and maintain administrative, technical and physical
2 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
3 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
4 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
5 violation of federal or state regulations and/or COUNTY policies.~~

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

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

~~12 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
13 billings, and revenues available at one (1) location within the limits of the County of Orange.~~

~~14 F. 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 G. 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 forty eight (48) hour notice of a scheduled audit or
27 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 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
33 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
34 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.~~

~~35 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
36 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
37 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.~~

~~J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.~~

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

~~L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

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

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

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

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

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

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

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

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

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 Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
13 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 Contract 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.

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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.”

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.

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” (UMDAP) procedure or by any other payment
 16 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
 17 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
 18 No client shall be denied services 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.

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, or members of the Board of Directors or governing body.
11 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
12 body for expenses or services.
13 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
14 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
15 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
16 7. Paying an individual salary or compensation for services at a rate in excess of the current
17 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
18 Schedule may be found at www.opm.gov.
19 8. Severance pay for separating employees.
20 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
21 codes and obtaining all necessary building permits for any associated construction.
22 10. Supplanting current funding for existing services.

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

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

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XXXI. STATUS OF CONTRACTOR

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

XXXII. TERM

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

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

XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice given the other Party.

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

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

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

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1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Agreement.

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

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

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

11 D. CONTINGENT FUNDING

12 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

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

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

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

21 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
22 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
23 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
24 term of the Agreement.

25 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
26 above, CONTRACTOR shall do the following:

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

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

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

33 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
34 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
35 orderly transfer.

36 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
37 client's best interests.

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

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

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

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

15 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
16 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

17
18 **XXXIV. THIRD PARTY BENEFICIARY**

19 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
20 including, but not limited to, any subcontractors or any clients provided services pursuant to this
21 Agreement.

22
23 **XXXV. WAIVER OF DEFAULT OR BREACH**

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 Agreement.

29 //
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35 //
36 //
37 //

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

3
4 COLLEGE COMMUNITY SERVICES

5
6 BY: _____ DATED: _____

7
8
9 TITLE: _____

10
11
12
13
14
15
16 COUNTY OF ORANGE

17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

28
29 BY: _____ DATED: _____

30 DEPUTY

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

~~EXHIBIT A~~
~~TO AGREEMENT FOR PROVISION OF~~
~~OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~COLLEGE COMMUNITY SERVICES~~
~~JULY 1, 2017 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 and frequency and duration that is consistent with each Client’s level of impairment and treatment goals and consistent with individualized, solution focused, evidenced 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 inter changeably 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 is 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. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis
 5 intervention, and case management services to those Clients who seek services in the COUNTY
 6 operated outpatient 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 chronic 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. CSW means Clinical Social Worker and refers to an individual who meets the minimum
 27 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
 28 post-master's clinical experience in a mental health setting.~~

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

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

33 ~~b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 34 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 35 working on strategies for gathering new data from the Clients' perspective which will improve
 36 understanding of Clients' needs and desires towards furthering their Recovery. This individual will
 37 provide feedback to the program and work collaboratively with the employment specialist, education~~

1 ~~specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these~~
 2 ~~areas. This position will be responsible for attending all data and outcome related meetings and ensuring~~
 3 ~~that program is being proactive in all data collection requirements and changes at the local and state~~
 4 ~~level.~~

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

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

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

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

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

23 ~~_____ 16. Engagement means the process by which a trusting relationship between worker and~~
 24 ~~Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of~~
 25 ~~Client(s) is the objective of a successful Outreach.~~

26 ~~_____ 17. Face-to-Face means an encounter between Client and provider where they are both~~
 27 ~~physically present.~~

28 ~~_____ 18. FSP~~

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

- ~~1) Crisis management;~~
- ~~2) Housing Services;~~
- ~~3) Twenty four (24) hours per day, seven (7) days per week intensive case management;~~
- ~~4) Community-based Wraparound Recovery Services;~~
- ~~5) Vocational and Educational services;~~
- ~~6) Job Coaching/Developing;~~
- ~~7) Client employment;~~
- ~~8) Money management/Representative Payee support;~~
- ~~9) Flexible Fund account for immediate needs;~~
- ~~10) Transportation;~~
- ~~11) Illness education and self management;~~
- ~~12) Medication Support;~~
- ~~13) Co-occurring Services;~~
- ~~14) Linkage to financial benefits/entitlements;~~
- ~~15) Family and Peer Support; and~~
- ~~16) Supportive socialization and meaningful community roles.~~

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

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

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

~~20. Individual Services and Support Funds — Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment~~

1 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
2 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
3 individualized and appropriate to support Client's mental health treatment activities.

4 ~~21. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes~~
5 ~~an evaluation to determine if the Client meets program criteria and is willing to seek services.~~

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

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

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

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

21 ~~26. Member Advisory Board means a member driven board which shall direct the activities,~~
22 ~~provide recommendations for ongoing program development, and create the rules of conduct for the~~
23 ~~program.~~

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

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

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

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

36 #

37 #

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

4 ~~_____ e. Medication Support Services means those services provided by a licensed physician,~~
 5 ~~registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing~~
 6 ~~and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the~~
 7 ~~symptoms of mental illness. These services also include evaluation and documentation of the clinical~~
 8 ~~justification and effectiveness for use of the medication, dosage, side effects, compliance and response~~
 9 ~~to medication, as well as obtaining informed consent, providing medication education and plan~~
 10 ~~development related to the delivery of the service and/or assessment of the beneficiary.~~

11 ~~_____ f. Rehabilitation Service means an activity which includes assistance in improving,~~
 12 ~~maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and~~
 13 ~~leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or~~
 14 ~~medication education.~~

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

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

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

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

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

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

1 ~~32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY~~
 2 ~~will be using for the Adult mental health programs in COUNTY. The scale will provide the means of~~
 3 ~~assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness based~~
 4 ~~tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the~~
 5 ~~level of service needed by participating members. The scale will be used to create a map of the system~~
 6 ~~by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for~~
 7 ~~different programs across the continuum of programs and services offered by COUNTY.~~

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

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

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

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

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

27 ~~38. Pharmacy Benefits Manager means the organization that manages the medication benefits~~
 28 ~~that are given to Clients that qualify for medication benefits.~~

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

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

1 ~~41. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 2 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT~~
 3 ~~Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the~~
 4 ~~BBS.~~

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

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

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

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

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

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

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

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

37 #

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

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

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

7 ~~_____ d. Community: Relationships and social networks that provide support, friendship, love,~~
8 ~~and hope.~~

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

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

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

23 ~~_____ 53. Token means the security device which allows an individual user to access the COUNTY's~~
24 ~~computer based IRIS.~~

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

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

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

37 ~~#~~

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

H. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
ADMINISTRATIVE COST				
Indirect Costs	\$ 376,333	\$ 376,333	\$ 376,333	\$1,128,999
SUBTOTAL	\$ 376,333	\$ 376,333	\$ 376,333	\$1,128,999
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$1,243,504	\$1,243,504	\$1,243,504	\$3,730,512
Benefits	276,865	276,865	276,865	—830,595
Services and Supplies	290,422	290,422	290,422	—871,266
Flexible Funds	586,550	586,550	586,550	-1,759,650
Subcontracts	—111,540	—111,540	—111,540	—334,620
SUBTOTAL PROGRAM COST	\$2,508,881	\$2,508,881	\$2,508,881	\$7,526,642
GROSS COST	\$2,885,214	\$2,885,214	\$2,885,214	\$8,655,642
REVENUE				
FFP Medi-Cal	\$ 201,965	\$ 201,965	\$ 201,965	—605,895
MHSA Medi-Cal	201,965	201,965	—201,965	—605,895
MHSA	<u>—2,481,284</u>	<u>—2,481,284</u>	<u>—2,481,284</u>	<u>—7,443,852</u>
TOTAL REVENUE	\$2,885,214	\$2,885,214	\$2,885,214	\$8,665,642
TOTAL BUDGET	\$2,885,214	\$2,885,214	\$2,885,214	\$8,655,642

~~B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen~~

1 ~~percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).~~
2 ~~Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may~~
3 ~~include operating income.~~

4 ~~— C. CONTRACTOR agrees that the amount of MHPA Medi-Cal Match is dependent upon, and shall~~
5 ~~at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,~~
6 ~~unless authorized by ADMINISTRATOR.~~

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

15 ~~— E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of~~
16 ~~approximately sixteen percent (16%) to be maintained by CONTRACTOR. CONTRACTOR agrees to~~
17 ~~accept COUNTY referrals that may result in an increase in this average.~~

18 ~~— F. FLEXIBLE FUNDS~~

19 ~~1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds~~
20 ~~and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the~~
21 ~~Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,~~
22 ~~no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been~~
23 ~~approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds~~
24 ~~expenditures may be disallowed by ADMINISTRATOR.~~

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

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

30 ~~4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the~~
31 ~~approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible~~
32 ~~Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.~~

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

35 ~~a. Purpose for which Flexible Funds are to be utilized. This shall include a description of~~
36 ~~what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible~~

37 ~~#~~

~~Funds shall be individualized according to Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINSTRATOR;~~

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

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

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

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

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

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

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

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

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

~~#~~

~~#~~

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

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

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

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

III. PAYMENTS

~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$240,435 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

#

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

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

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

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

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

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

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

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

30
31 **IV. SERVICES**

32 ~~A. FACILITY CONTRACTOR shall maintain a facility which meets the minimum requirements~~
33 ~~for Medi-Cal and Medicare eligibility for the provision of Older Adults Full Service Partnership~~
34 ~~Services for exclusive use by COUNTY at the following location, or any other location approved, in~~
35 ~~advance, in writing, by ADMINISTRATOR.~~

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1855 W. Katella Avenue, #150
Orange, CA 92867

- ~~1. The facility shall include space to support the services identified within the Agreement.~~
- ~~2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, the FSP will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY.~~
- ~~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 - Seriously and persistently mentally ill older adults, ages sixty (60) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

 - ~~1. Homelessness or at risk of homelessness;~~
 - ~~2. At risk of institutionalization or hospitalization;~~
 - ~~3. Co-occurring substance abuse disorders; or~~
 - ~~4. Unserved or underserved or not successfully engaged in traditional mental health services.~~~~
- ~~C. PROGRAM PHILOSOPHIES - CONTRACTOR's program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

 - ~~1. Ensuring Cultural Considerations - CONTRACTOR shall tailor services to the Clients' worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.~~
 - ~~2. Being Fully Served, Ensuring Integrated Experience - To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to "be fully served" and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.~~
 - ~~3. Tailoring Service Coordination to Client Stage of Recovery - CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients' stages of Recovery to ensure that Clients are "fully served."~~~~

~~4. Outreach and Engagement~~—CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

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

~~6. Stage of Readiness for Change~~—CONTRACTOR shall effect change by first focusing interventions based on Clients' Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client's move towards Recovery in that specific area of their life.

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

~~8. Fostering Independence, Self Determination and Transitioning to Community Supports~~—CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

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

~~10. Use of Strength Based Approach~~—CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

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

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

~~13. Role of Medication and Therapy~~—CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

1 ~~14. Reconnecting with Family~~—CONTRACTOR shall facilitate the Recovery process and add
2 an element of social support to the Client and include the family in services.

3 ~~15. Increasing Social Supports and Community Integration~~—CONTRACTOR shall work with
4 Clients to shift Clients' support from weighing heavily on the mental health system to weighing more
5 heavily in the community. CONTRACTOR shall focus on increasing Clients' social network and
6 increasing their opportunities to meet new people as Clients Recovery progresses.

7 ~~16. Education, Employment and Volunteering~~—CONTRACTOR shall work with Clients to
8 engage in activities that are meaningful, create self-sufficiency, and give back to the community.

9 ~~17. Reducing Involvement in the Criminal Justice System~~—CONTRACTOR shall minimize
10 Client contact with law enforcement and the judicial system.

11 ~~18. Linkage to and Coordination of Health Care~~—CONTRACTOR shall ensure all FSP Clients
12 have access to needed comprehensive health care. Access to these services is particularly critical since
13 mental health Clients often have undiagnosed and untreated medical conditions that result in chronic
14 medical conditions and premature death.

15 ~~19. Coordination of Inpatient Care/Incarceration~~—CONTRACTOR shall ensure coordination
16 of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful
17 discharge.

18 ~~20. Team Service Approach and Meeting Structure~~—CONTRACTOR shall utilize the FSP
19 team as a whole in treatment and service planning.

20 ~~21. Use of Peer Staff~~—CONTRACTOR shall identify meaningful roles for peer employees as
21 part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the
22 system that helped them recover, but also, if done with care, will reduce the stigma associated with
23 mental illness.

24 ~~22. Creating an Array of Readily Available Housing Options~~—CONTRACTOR shall establish
25 safe, affordable, and permanent housing for each Client.

26 ~~23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as~~
27 ~~validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow~~
28 ~~through our system.~~ CONTRACTOR shall work with Clients to provide enough support for Clients to
29 develop the confidence to move to lower levels of care or full community integration.

30 ~~24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that~~
31 ~~all components of MHSA FSP philosophy, as outlined above, are successfully implemented and~~
32 ~~achieving desired results. These results will be made available to COUNTY and the general public via:~~
33 ~~the MHSA website, quarterly outcome focused management meetings and public forums upon request~~
34 ~~and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall~~
35 ~~have the needed expertise to collect and analyze data and outcomes in line with established fidelity~~
36 ~~measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.~~

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1 ~~— D. PROGRAM SERVICES— CONTRACTOR’s program shall include, but not be limited to, the~~
 2 ~~following services under the provision of FSP services:~~

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

7 ~~— 2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side~~
 8 ~~effects of medication and obtaining informed consent.~~

9 ~~— a. Medication education shall be provided including discussing risks, benefits and~~
 10 ~~alternatives with the Clients or significant support persons.~~

11 ~~— b. Plan development related to decreasing impairments, delivery of services, evaluation of~~
 12 ~~the status of the Client's community functions, prescribing, dispensing and administering psychotropic~~
 13 ~~medications shall be discussed with the Client and documented.~~

14 ~~— 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is~~
 15 ~~non-confrontational, follows behavioral principles, considers interactions between mental illness and~~
 16 ~~substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse~~
 17 ~~research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment~~
 18 ~~for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services~~
 19 ~~integrate assistance for each condition, helping people recover from both in one setting at the same time.~~

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

26 ~~— a. Educational Services: Clients may engage in a number of activities, such as General~~
 27 ~~Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used~~
 28 ~~as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.~~

29 ~~— b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients~~
 30 ~~in determining their skills, interests, values, and realistic career goals. Individual treatment plans are~~
 31 ~~developed and implemented with assistance in the following areas: career exploration, identification of~~
 32 ~~personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job~~
 33 ~~placement, job retention, and symptom management in the workplace. These and other vocationally~~
 34 ~~related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning~~
 35 ~~experiences is to actively involve Clients in identifying and developing their own positive work~~
 36 ~~identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the~~

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1 community. The focus of the program is to find employment settings that match the Clients' interests,
2 abilities, aptitudes, strengths and individualized goals.

3 ~~_____ c. Job Coaching/Developing: A Job Coach/Developer is to assist Clients in the~~
4 ~~exploration of various career options as well as actively strategizing collaborative relationships in the~~
5 ~~private and public sector to create job opportunities for Clients. This position will work closely with~~
6 ~~management staff and the Data Analyst to explore and implement evidence based best practices in this~~
7 ~~area.~~

8 ~~_____ 5. Family and Peer Support Services:~~

9 ~~_____ a. Connection to community, family and friends is a critical element to Recovery and shall~~
10 ~~be an integral part of CONTRACTOR's services. The PSCs will work to include Client's natural~~
11 ~~support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist~~
12 ~~Clients in their Recovery.~~

13 ~~_____ b. Supportive Socialization and Meaningful Community roles. Provide Client directed~~
14 ~~services that will assist Clients in their Recovery, self sufficiency and in seeking meaningful life~~
15 ~~activities and relationships.~~

16 ~~_____ 6. Transportation Services: These services may include, but not be limited to: provision of~~
17 ~~bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for~~
18 ~~emergency psychiatric evaluation or treatment.~~

19 ~~_____ 7. Money Management/Representative Payee Support Services: CONTRACTOR shall~~
20 ~~designate a bonded Representative Payee to provide money management services to those Clients who~~
21 ~~cannot manage their finances.~~

22 ~~_____ 8. On call Services: Clinicians must be available twenty four (24) hours per day, seven (7)~~
23 ~~days per week for intensive case management and crisis intervention for enrolled Clients.~~

24 ~~_____ 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual~~
25 ~~to access financial benefits and/or entitlements, or other needed community services for eligible~~
26 ~~individuals.~~

27 ~~_____ 10. Housing Services: This service category includes linkage and placement services, which~~
28 ~~involve the assessment, determination of need and securing of adequate and appropriate living~~
29 ~~arrangements through a variety of supportive housing services in a safe secure environment that is~~
30 ~~appropriate for the Client population. Strategies may vary and options such as transitional or respite~~
31 ~~housing may be indicated in the initial stages, whereas permanent supportive housing or independent~~
32 ~~housing is the long term goal. Temporary housing, such as a motel or other temporary shelter, is not~~
33 ~~required during the initial assessment phase of a Client (pre-enrollment) and utilization of this type of~~
34 ~~housing during the assessment phase should be on a case by case basis. If it is determined that~~
35 ~~temporary housing is needed, CONTRACTOR should use their best judgment to meet the Client's~~
36 ~~needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences.~~
37 ~~All Housing options provided by a FSP must meet minimal requirements set by the COUNTY's MHSA~~

1 ~~Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs.~~
 2 ~~CONTRACTOR's staff shall include a Housing Specialist to provide housing services to all enrolled~~
 3 ~~Clients. Housing services may include:~~

4 ~~———— a. Emergency Housing — Immediate shelter for critical access for individuals who are~~
 5 ~~homeless or have no other immediate housing options available. Emergency housing is a time-limited~~
 6 ~~event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency~~
 7 ~~housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved~~
 8 ~~in advance by ADMINISTRATOR.~~

9 ~~———— b. Motel Housing — For those who may be unwilling or are inappropriate for a shelter, or~~
 10 ~~when no shelter is available, motel housing may be utilized. Motel housing is time limited in nature and~~
 11 ~~shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.~~
 12 ~~Motel housing is not required during the initial assessment phase of a Client (pre-enrollment) unless~~
 13 ~~approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with~~
 14 ~~CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A.~~

15 ~~———— c. Transitional Housing — For individuals who will benefit from an intermediate step~~
 16 ~~between shelter and permanent housing. Transitional housing is generally time limited, up to eighteen~~
 17 ~~(18) months, and provides structures and programming in the context of housing such as Board and Care~~
 18 ~~or Room and Board. CONTRACTORS may look into housing options such as master leasing.~~

19 ~~———— d. Permanent Housing — Allows residents to have their own unit or bedroom. Residential~~
 20 ~~Treatment Program and sober living as a housing option must be available for consideration when~~
 21 ~~appropriate to provide the member with the highest probability of success towards Recovery.~~

22 ~~———— 11. Peer Run Center — CONTRACTOR shall operate a Peer run Center. This center will be~~
 23 ~~located at the program site and will provide an opportunity for Clients to develop organizational, social~~
 24 ~~and leadership skills as they design a program that meets Client needs. All activities and groups offered~~
 25 ~~are designed and run by Clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall offer a~~
 26 ~~variety of groups based on Client interest and need and may include, but not be limited to: Men's and~~
 27 ~~Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker~~
 28 ~~Meetings, etc.~~

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

34 ~~———— 13. Intensive Case Management Service — CONTRACTOR shall provide intensive case~~
 35 ~~management which shall include a smaller caseload size, team management, an emphasis on outreach,~~
 36 ~~and an assertive approach to maintaining contact with Clients.~~

37 ~~— E. PROGRAM REQUIREMENTS~~

- 1 ~~1. Referrals will come primarily from CONTRACTOR's and COUNTY's outreach efforts.~~
- 2 ~~2. CONTRACTOR shall coordinate with COUNTY, other providers, and community~~
- 3 ~~resources.~~
- 4 ~~3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved~~
- 5 ~~with individual Clients including family Clients and significant others, employers, and COUNTY~~
- 6 ~~departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social~~
- 7 ~~Services.~~
- 8 ~~4. CONTRACTOR shall have a commitment to meeting the required response times for~~
- 9 ~~hospitals (twenty four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics~~
- 10 ~~(forty eight [48] hours).~~
- 11 ~~5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for~~
- 12 ~~the program of the average census at end of year.~~
- 13 ~~6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all~~
- 14 ~~MHSA FSP philosophies are successfully implemented and achieving desired results. Services shall~~
- 15 ~~focus on EBPs whenever possible.~~
- 16 ~~F. CONTRACTOR shall have an identified individual who shall:~~
- 17 ~~1. Complete one hundred percent (100%) chart review of Client charts regarding clinical~~
- 18 ~~documentation and insuring all charts are in compliance with medical necessity and Medi Cal chart~~
- 19 ~~compliance;~~
- 20 ~~2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;~~
- 21 ~~3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and~~
- 22 ~~Program Compliance unit within six months from the start of the Agreement;~~
- 23 ~~4. Oversee all aspects of the clinical services of the Recovery program;~~
- 24 ~~5. Coordinate with in-house clinicians, medical director and/or nurse regarding Client~~
- 25 ~~treatment issues, professional consultations, or medication evaluations;~~
- 26 ~~6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication~~
- 27 ~~monitoring, second opinion and request for change of CONTRACTOR; and~~
- 28 ~~7. Participate in program development and interact with other staff regarding difficult cases~~
- 29 ~~and psychiatric emergencies.~~
- 30 ~~8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in~~
- 31 ~~accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all~~
- 32 ~~chart documentation complies with all federal, state and local guidelines and standards.~~
- 33 ~~CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~
- 34 ~~9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and~~
- 35 ~~practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,~~
- 36 ~~if available, and if applicable.~~
- 37 ~~#~~

~~10. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.~~

~~11. CONTRACTOR shall ensure compliance with workload standards and productivity.~~

~~12. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program.~~

~~13. CONTRACTOR shall submit corrective action plans upon request.~~

~~14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.~~

~~15. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.~~

~~G. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.~~

~~H. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.~~

~~I. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.~~

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

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

~~L. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

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

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

~~3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.~~

~~M. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-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~~

- 1 ~~4. Handling Non-Compliant Clients/Unplanned Discharges~~
- 2 ~~5. Medication Management and Medication Monitoring~~
- 3 ~~6. Community Integration/Case Management/Discharge Planning~~
- 4 ~~7. Documentation Standards~~
- 5 ~~8. Quality Management/Performance Outcomes~~
- 6 ~~9. Personnel/In-service Training~~
- 7 ~~10. Unusual Occurrence Reporting~~
- 8 ~~11. Code of Conduct/Compliance/HIPAA standards and Compliance~~
- 9 ~~12. Mandated Reporting~~
- 10 ~~N. CONTRACTOR shall provide initial and on-going training and staff development that includes~~
- 11 ~~but is not limited to the following:~~
- 12 ~~1. Orientation to the program's goals, P&Ps~~
- 13 ~~2. Training on subjects as required by state regulations~~
- 14 ~~3. Recovery philosophy, Client empowerment and strength-based services~~
- 15 ~~4. Crisis intervention and de-escalation~~
- 16 ~~5. Co-occurring mental illness and substance abuse and dependence~~
- 17 ~~6. Motivational interviewing~~
- 18 ~~7. EBPs that support recovery~~
- 19 ~~O. CONTRACTOR shall provide effective Administrative management of the budget, staffing,~~
- 20 ~~recording, and reporting portion of the agreement with the COUNTY, including but not limited to the~~
- 21 ~~following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure~~
- 22 ~~that any subcontractor(s) possesses the qualifications and capacity to perform all delegated~~
- 23 ~~responsibilities.~~
- 24 ~~1. Designate the responsible position(s) in your organization for managing the funds allocated~~
- 25 ~~to this program;~~
- 26 ~~2. Maximize the use of the allocated funds;~~
- 27 ~~3. Ensure timely and accurate reporting of monthly expenditures;~~
- 28 ~~4. Maintain appropriate staffing levels;~~
- 29 ~~5. Request budget and/or staffing modifications to the Agreement;~~
- 30 ~~6. Effectively communicate and monitor the program for its success;~~
- 31 ~~7. Track and report expenditures electronically;~~
- 32 ~~8. Maintain electronic and telephone communication between key staff and~~
- 33 ~~ADMINISTRATOR; and~~
- 34 ~~9. Act quickly to identify and solve problems.~~
- 35 ~~P. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All~~
- 36 ~~statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if~~
- 37 ~~available, and if applicable.~~

~~1 Q. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and
2 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
3 within the appropriate timelines.~~

~~4 R. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
5 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
6 permitted.~~

~~7 S. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved
8 by ADMINSTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor
9 complaints and staff contact information available to neighboring residents.~~

~~10 T. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
11 conduct research activity on COUNTY Clients without obtaining prior written authorization from
12 ADMINISTRATOR.~~

~~13 U. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
14 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
15 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
16 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
17 institution, or religious belief.~~

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

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

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

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

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

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

~~32 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness
33 of your program will be evaluated. It is the responsibility of the provider to educate themselves with best
34 practices and those associated with attainment of higher levels of Recovery.~~

~~35 7. CONTRACTOR shall track the number of Clients at various stages on the MORS.~~

~~36 8. CONTRACTOR shall track the number of Clients who reach their employment goals and
37 are successfully discharged to a lower level of care.~~

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

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

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

~~X. DATA CERTIFICATION POLICIES AND PROCEDURES AND DATA COLLECTION~~

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

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

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

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

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

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

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

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

~~#~~

~~e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.~~

~~f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.~~

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

V. STAFFING

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

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

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

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

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

~~F. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual Compliance Training.~~

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

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

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

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

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

DIRECT PROGRAM	FTEs
— Regional Director	0.25
— Program Director	1.00
— Clinical Manager	1.00
— Office Manager	1.00
— Office Assistant	3.80
— Outcomes Analyst	1.00
— Benefits Specialist	0.60
— QI Administrator	0.11
— Billing Administrator	0.11
— Lead PSC	1.00
— PSC	9.00
— Licensed Therapist	0.50
— PSC Housing	1.00
— Lead Life Skills Coach	1.00
— Life Skills Coach	2.00
— Psychiatrist	0.12
— Nurse Practitioner	0.80
— RN/LPT	1.00
— LVN	0.50
— RN	0.75
— Pharmacist	0.20
— Geriatric Psychiatrist (Subcontractor)	-0.33
TOTAL DIRECT PROGRAM FTEs	27.07

~~L. WORKLOAD STANDARDS~~~~1. One (1) DSH will be equal to sixty (60) minutes of direct service.~~~~2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.~~~~3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of seventeen thousand three hundred and seventy (17,370) DSH, with a minimum of one thousand one hundred and ten (1,110) hours of medication support services and sixteen thousand two hundred and sixty (16,260) hours of other mental health, case management and/or crisis intervention services as outlined below.~~~~4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and fifty (150) Clients throughout the term of the Agreement.~~~~M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 Rehabilitative and Developmental Services, Division 1 DHCS.~~~~N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.~~~~O. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.~~~~P. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.~~~~1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. Supervision will be in accordance to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.~~~~2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.~~~~3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.~~~~Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for~~

1 | ~~employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if~~
 2 | ~~applicable), pay rate and evaluations justifying pay increases.~~

3 | ~~— R. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of~~
 4 | ~~Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.~~

5 | ~~—— 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with~~
 6 | ~~a unique password. Tokens and passwords will not be shared with anyone.~~

7 | ~~—— 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff~~
 8 | ~~member to whom each is assigned.~~

9 | ~~—— 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the~~
 10 | ~~Token for each staff member assigned a Token.~~

11 | ~~—— 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following~~
 12 | ~~conditions:~~

13 | ~~—— a. Each staff member who no longer supports the Agreement;~~

14 | ~~—— b. Each staff member who no longer requires access to IRIS;~~

15 | ~~—— c. Each staff member who leaves employment of CONTRACTOR; or~~

16 | ~~—— d. Token is malfunctioning;~~

17 | ~~—— e. Termination of this Agreement.~~

18 | ~~—— 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require~~
 19 | ~~access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

20 | ~~—— 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through~~
 21 | ~~acts of negligence.~~

22 | ~~— S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 23 | ~~Staffing Paragraph of this Exhibit A to the Agreement.~~

24 | ~~VI. REPORTS~~

25 | ~~—— A. CONTRACTOR shall maintain records and make statistical reports as required by~~
 26 | ~~ADMINISTRATOR and the DHCS on forms provided by either agency.~~

27 | ~~—— B. FISCAL~~

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

36 | ~~#~~

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

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

~~D. PROGRAMMATIC~~

~~1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:~~

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

~~b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,~~

~~c. Voluntary and involuntary hospitalizations and special incidences,~~

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

~~e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,~~

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

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

~~2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious~~

1 ~~destruction of property, developments, etc., and which may raise liability issues with COUNTY.~~
2 ~~CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse~~
3 ~~incident.~~

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

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

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

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EXHIBIT A-1
 TO CONTRACT FOR PROVISION OF
 OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COLLEGE COMMUNITY SERVICES
 JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. 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 and frequency and duration that is consistent with each Client’s level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-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 inter-changeably 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 is 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. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis
 5 intervention, and case management services to those Clients who seek services in the COUNTY
 6 operated outpatient 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 Contract, who experiences chronic 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. CSW means Clinical Social Worker and refers to an individual who meets the minimum
 27 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
 28 post-master's clinical experience in a mental health setting.

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

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

33 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 34 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 35 working on strategies for gathering new data from the Clients' perspective which will improve
 36 understanding of Clients' needs and desires towards furthering their Recovery. This individual will
 37 provide feedback to the program and work collaboratively with the employment specialist, education

1 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
 2 areas. This position will be responsible for attending all data and outcome related meetings and ensuring
 3 that program is being proactive in all data collection requirements and changes at the local and state
 4 level.

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

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

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

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

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

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

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

28 18. FSP

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

- 1) Crisis management;
- 2) Housing Services;
- 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 4) Community-based Wraparound Recovery Services;
- 5) Vocational and Educational services;
- 6) Job Coaching/Developing;
- 7) Client employment;
- 8) Money management/Representative Payee support;
- 9) Flexible Fund account for immediate needs;
- 10) Transportation;
- 11) Illness education and self-management;
- 12) Medication Support;
- 13) Co-occurring Services;
- 14) Linkage to financial benefits/entitlements;
- 15) Family and Peer Support; and
- 16) Supportive socialization and meaningful community roles.

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

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

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

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment

1 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
 2 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
 3 individualized and appropriate to support Client's mental health treatment activities.

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

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

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

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

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

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

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

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

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

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

36 //

37 //

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

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

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

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

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

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

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

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

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

1 32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
 2 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
 3 assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
 4 tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the
 5 level of service needed by participating members. The scale will be used to create a map of the system
 6 by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for
 7 different programs across the continuum of programs and services offered by COUNTY.

8 33. NOABD means Notice of Adverse Beneficiary Determination and refers to a Medi-Cal
 9 requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service.
 10 The COUNTY has expanded the requirement for an NOABD to all individuals requesting an assessment
 11 for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

36 //

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

3 4 **II. BUDGET**

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

8 9 10 ADMINISTRATIVE COST

11 Indirect Costs \$ 451,599

12 SUBTOTAL \$ 451,599

13 ADMINISTRATIVE COST

14 15 PROGRAM COST

16 Salaries \$1,552,913

17 Benefits 345,080

18 Services and Supplies 297,205

19 Flexible Funds 703,920

20 Subcontracts 111,540

21 SUBTOTAL PROGRAM \$3,010,658

22 COST

23
24 GROSS COST \$3,462,257

25 26 REVENUE

27 FFP Medi-Cal \$ 484,716

28 MHSA Medi-Cal 484,716

29 MHSA 2,492,825

30 TOTAL REVENUE \$3,462,257

31
32 TOTAL BUDGET \$3,462,257

33
34 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
35 Subparagraph II.A. of this Exhibit A-1 to the Contract includes Indirect Costs not to exceed fifteen
36 percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).

37 //

1 Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
2 include operating income.

3 C. CONTRACTOR agrees that the amount of MHSa Medi-Cal Match is dependent upon, and
4 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,
5 unless authorized by ADMINISTRATOR.

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

14 E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of
15 approximately sixteen percent (16%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
16 accept COUNTY referrals that may result in an increase in this average.

17 F. FLEXIBLE FUNDS

18 1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds
19 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.
20 ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than
21 thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after
22 thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be
23 disallowed by ADMINISTRATOR.

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

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

29 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
30 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
31 Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

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

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

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

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

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

12 e. Statement indicating that no single Flexible Funds expenditure, in excess of one
13 thousand dollars (\$1,000), shall be made without prior written approval of ADMINISTRATOR. In
14 emergency situations, CONTRACTOR may exceed the one thousand dollars (\$1,000) limit, if
15 appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense.
16 Said notification shall include total costs and a justification for the expense. Failure to notify
17 ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

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

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

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

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

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

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

37 //

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

12 H. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 13 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 14 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 15 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 16 be made in accordance with generally accepted principles of accounting, and Medicare regulations. The
 17 Client eligibility determination and fee charged to and collected from Clients, together with a record of
 18 all billings rendered and revenues received from any source, on behalf of Clients treated pursuant to the
 19 Contract, must be reflected in CONTRACTOR’s financial records.

20 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 21 Paragraph of this Exhibit A-1 to the Contract.

22 **III. PAYMENTS**

23
 24 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$288,521
 25 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and
 26 subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which
 27 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
 28 Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Contract;
 29 provided, however, the total of such payments does not exceed the Maximum Obligation for each period
 30 as stated in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR’s
 31 costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR
 32 may, at its discretion, pay supplemental invoices for any month for which the provisional amount
 33 specified above has not been fully paid.

34 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 35 Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract.
 36 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 37 CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., below.

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

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

11 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
12 such information as is required by ADMINISTRATOR. Invoices will be sent with the Expenditure and
13 Revenue Reports and are due the twentieth (20th) day of each month. Contractor must request in
14 writing any extensions to the due date of the monthly required reports. Invoices received after the due
15 date may not be paid within the same month. Payments to CONTRACTOR should be released by
16 COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

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

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

25 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
26 Payments Paragraph of this Exhibit A-1 to the Contract.

27
28 **IV. SERVICES**

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

33
34 1855 W. Katella Avenue, #150
35 Orange, CA 92867

36 //
37 //

1 1. The facility shall include space to support the services identified within the Contract.
 2 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday,
 3 in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, the FSP
 4 will be required to operate extended hours at least two (2) evenings or days per week and provide
 5 weekend activities to accommodate Client needs. Any change or deviation from this schedule must
 6 have prior approval from COUNTY.

7 3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY's holiday
 8 schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

9 4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
 10 Secretary of HHS under HIPAA of 1996 for health care providers.

11 B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill older adults, ages
 12 sixty (60) years and older and must be legally residing in Orange County and otherwise eligible for
 13 public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to
 14 potential Clients with one or more of the following conditions:

- 15 1. Homelessness or at risk of homelessness;
- 16 2. At risk of institutionalization or hospitalization;
- 17 3. Co-occurring substance abuse disorders; or
- 18 4. Unserved or underserved or not successfully engaged in traditional mental health services.

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

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

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

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

35 4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
 36 bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need
 37 services.

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

4 6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing
 5 interventions based on Clients' Stage of Readiness of Change toward changing behaviors and have
 6 concrete interventions and supports to support the Client's move towards Recovery in that specific area
 7 of their life.

8 7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR
 9 shall promote a foundation for healing through the relationship between the Client and Personal Services
 10 Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service
 11 Delivery.

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

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

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

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

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

31 13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and
 32 value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR
 33 shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to
 34 support his/her success.

35 14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add
 36 an element of social support to the Client and include the family in services.

37 //

1 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
2 Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more
3 heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and
4 increasing their opportunities to meet new people as Clients Recovery progresses.

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

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

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

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

16 20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP
17 team as a whole in treatment and service planning.

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

22 22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish
23 safe, affordable, and permanent housing for each Client.

24 23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as
25 validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow
26 through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to
27 develop the confidence to move to lower levels of care or full community integration.

28 24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
29 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
30 achieving desired results. These results will be made available to COUNTY and the general public via:
31 the MHSA website, quarterly outcome focused management meetings and public forums upon request
32 and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall
33 have the needed expertise to collect and analyze data and outcomes in line with established fidelity
34 measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

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

37 //

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

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

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

9 b. Plan development related to decreasing impairments, delivery of services, evaluation of
10 the status of the Client's community functions, prescribing, dispensing and administering psychotropic
11 medications shall be discussed with the Client and documented.

12 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is
13 non-confrontational, follows behavioral principles, considers interactions between mental illness and
14 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse
15 research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment
16 for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services
17 integrate assistance for each condition, helping people recover from both in one setting at the same time.

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

24 a. Educational Services: Clients may engage in a number of activities, such as General
25 Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used
26 as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.

27 b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients
28 in determining their skills, interests, values, and realistic career goals. Individual treatment plans are
29 developed and implemented with assistance in the following areas: career exploration, identification of
30 personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job
31 placement, job retention, and symptom management in the workplace. These and other vocationally
32 related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning
33 experiences is to actively involve Clients in identifying and developing their own positive work
34 identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the
35 community. The focus of the program is to find employment settings that match the Clients’ interests,
36 abilities, aptitudes, strengths and individualized goals.

37 //

1 c. Job Coaching/Developing: A Job Coach/Developer is to assist Clients in the
 2 exploration of various career options as well as actively strategizing collaborative relationships in the
 3 private and public sector to create job opportunities for Clients. This position will work closely with
 4 management staff and the Data Analyst to explore and implement evidence-based best practices in this
 5 area.

6 5. Family and Peer Support Services:

7 a. Connection to community, family and friends is a critical element to Recovery and shall
 8 be an integral part of CONTRACTOR's services. The PSCs will work to include Client's natural
 9 support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist
 10 Clients in their Recovery.

11 b. Supportive Socialization and Meaningful Community roles. Provide Client directed
 12 services that will assist Clients in their Recovery, self-sufficiency and in seeking meaningful life
 13 activities and relationships.

14 6. Transportation Services: These services may include, but not be limited to: provision of
 15 bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for
 16 emergency psychiatric evaluation or treatment.

17 7. Money Management/Representative Payee Support Services: CONTRACTOR shall
 18 designate a bonded Representative Payee to provide money management services to those Clients who
 19 cannot manage their finances.

20 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)
 21 days per week for intensive case management and crisis intervention for enrolled Clients.

22 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual
 23 to access financial benefits and/or entitlements, or other needed community services for eligible
 24 individuals.

25 10. Housing Services: This service category includes linkage and placement services, which
 26 involve the assessment, determination of need and securing of adequate and appropriate living
 27 arrangements through a variety of supportive housing services in a safe secure environment that is
 28 appropriate for the Client population. Strategies may vary and options such as transitional or respite
 29 housing may be indicated in the initial stages, whereas permanent supportive housing or independent
 30 housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not
 31 required during the initial assessment phase of a Client (pre-enrollment) and utilization of this type of
 32 housing during the assessment phase should be on a case by case basis. If it is determined that
 33 temporary housing is needed, CONTRACTOR should use their best judgment to meet the Client's
 34 needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences.
 35 All Housing options provided by a FSP must meet minimal requirements set by the COUNTY's MHS
 36 Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs.

37 //

1 CONTRACTOR's staff shall include a Housing Specialist to provide housing services to all enrolled
2 Clients. Housing services may include:

3 a. Emergency Housing – Immediate shelter for critical access for individuals who are
4 homeless or have no other immediate housing options available. Emergency housing is a time-limited
5 event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency
6 housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved
7 in advance by ADMINISTRATOR.

8 b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or
9 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
10 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
11 Motel housing is not required during the initial assessment phase of a Client (pre-enrollment) unless
12 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with
13 CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A-1.

14 c. Transitional Housing – For individuals who will benefit from an intermediate step
15 between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen
16 (18) months, and provides structures and programming in the context of housing such as Board and Care
17 or Room and Board. CONTRACTORS may look into housing options such as master leasing.

18 d. Permanent Housing – Allows residents to have their own unit or bedroom. Residential
19 Treatment Program and sober living as a housing option must be available for consideration when
20 appropriate to provide the member with the highest probability of success towards Recovery.

21 11. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be
22 located at the program site and will provide an opportunity for Clients to develop organizational, social
23 and leadership skills as they design a program that meets Client needs. All activities and groups offered
24 are designed and run by Clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall offer a
25 variety of groups based on Client interest and need and may include, but not be limited to: Men's and
26 Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker
27 Meetings, etc.

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

33 13. Intensive Case Management Service – CONTRACTOR shall provide intensive case
34 management which shall include a smaller caseload size, team management, an emphasis on outreach,
35 and an assertive approach to maintaining contact with Clients.

36 E. PROGRAM REQUIREMENTS

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1 1. Referrals will come primarily from CONTRACTOR's and COUNTY's outreach efforts.
 2 2. CONTRACTOR shall coordinate with COUNTY, other providers, and community
 3 resources.

4 3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved
 5 with individual Clients including family Clients and significant others, employers, and COUNTY
 6 departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social
 7 Services.

8 4. CONTRACTOR shall have a commitment to meeting the required response times for
 9 hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics
 10 (forty-eight [48] hours).

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

13 6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all
 14 MHPA FSP philosophies are successfully implemented and achieving desired results. Services shall
 15 focus on EBPs whenever possible.

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

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

20 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

21 3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and
 22 Program Compliance unit within six months from the start of the Contract;

23 4. Oversee all aspects of the clinical services of the Recovery program;

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

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

28 7. Participate in program development and interact with other staff regarding difficult cases
 29 and psychiatric emergencies.

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

34 9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
 35 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
 36 if available, and if applicable.

37 //

1 10. CONTRACTOR shall review Client charts ensuring compliance with
2 ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

3 11. CONTRACTOR shall ensure compliance with workload standards and productivity.

4 12. CONTRACTOR shall review and approve all admissions, discharges from the program and
5 extended stays in the program.

6 13. CONTRACTOR shall submit corrective action plans upon request.

7 14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

8 15. CONTRACTOR shall provide a written copy of all assessments completed on Clients
9 referred for admission.

10 G. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.

11 H. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

12 I. CONTRACTOR shall have active participation in State and regional MHSA forums and
13 activities.

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

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

22 L. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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

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

29 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY
30 administrative staff.

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

35 1. Admission Criteria and Admission Procedure

36 2. Assessments and Individual Service Plans

37 3. Crisis Intervention/Evaluation for Involuntary Holds

- 1 4. Handling Non-Compliant Clients/Unplanned Discharges
- 2 5. Medication Management and Medication Monitoring
- 3 6. Community Integration/Case Management/Discharge Planning
- 4 7. Documentation Standards
- 5 8. Quality Management/Performance Outcomes
- 6 9. Personnel/In-service Training
- 7 10. Unusual Occurrence Reporting
- 8 11. Code of Conduct/Compliance/HIPAA standards and Compliance
- 9 12. Mandated Reporting

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

- 12 1. Orientation to the program's goals, P&Ps
- 13 2. Training on subjects as required by state regulations
- 14 3. Recovery philosophy, Client empowerment and strength-based services
- 15 4. Crisis intervention and de-escalation
- 16 5. Co-occurring mental illness and substance abuse and dependence
- 17 6. Motivational interviewing
- 18 7. EBPs that support recovery

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

- 24 1. Designate the responsible position(s) in your organization for managing the funds allocated
25 to this program;
- 26 2. Maximize the use of the allocated funds;
- 27 3. Ensure timely and accurate reporting of monthly expenditures;
- 28 4. Maintain appropriate staffing levels;
- 29 5. Request budget and/or staffing modifications to the Contract;
- 30 6. Effectively communicate and monitor the program for its success;
- 31 7. Track and report expenditures electronically;
- 32 8. Maintain electronic and telephone communication between key staff and
33 ADMINISTRATOR; and
- 34 9. Act quickly to identify and solve problems.

35 P. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
36 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
37 available, and if applicable.

1 Q. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and
2 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
3 within the appropriate timelines.

4 R. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
5 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
6 permitted.

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

10 T. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
11 conduct research activity on COUNTY Clients without obtaining prior written authorization from
12 ADMINISTRATOR.

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

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

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

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

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

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

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

32 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness
33 of your program will be evaluated. It is the responsibility of the provider to educate themselves with best
34 practices and those associated with attainment of higher levels of Recovery.

35 7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

36 8. CONTRACTOR shall track the number of Clients who reach their employment goals and
37 are successfully discharged to a lower level of care.

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

7 1. DATA – Should CONTRACTOR's current database copy cannot be submitted via
 8 Microsoft Access file format, the data must be made available in an HCA approved database file type.
 9 CONTRACTOR must also provide a separate file comprised of required data elements that are provided
 10 by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow
 11 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,
 12 run, print, and export Client records/reports).

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

16 X. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

28 4. CONTRACTOR shall have an identified individual who shall:
 29 a. Review the approved data collection database for accuracy and to ensure that each field
 30 is completed;
 31 b. Develop processes to ensure that all required data forms are completed and updated
 32 when appropriate;
 33 c. Review the approved data collection system reports to identify trends, gaps and quality
 34 of care;
 35 d. Submit monthly approved data collection system reports to ADMINISTRATOR by the
 36 tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
 37 //

1 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
2 correct.

3 f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using
4 MORS and entering the MORS data into approved data collection system. The rating for each
5 individual member will be entered under the clinical assessment tools. It is expected that the rating for
6 each member will be part of the review done by Program Directors prior to signing the Data
7 Certification Form each month.

8 Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
9 Services Paragraph of this Exhibit A-1 to the Contract.

10
11 **V. STAFFING**

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

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

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

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

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

33 F. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
34 and Annual Compliance Training.

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

37 //

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

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

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

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

DIRECT PROGRAM	FTEs
Regional Director	0.25
Program Director	1.00
Licensed Clinical Manager	1.00
Office Manager	1.00
Office Assistant	3.00
Office Assistant/Billing Specialist	1.00
Outcomes Analyst	1.00
Benefits Specialist	0.60
QI Administrator	0.11
Billing Administrator	0.10
Lead PSC	2.00
PSC	10.00
Intake/PSC	1.00
Licensed Therapist	1.00
PSC Housing	1.00
Lead Life Skills Coach/Education Employment Specialist	1.00
Life Skills Coach	2.00
Psychiatrist- Med Director	0.05
Nurse Practitioner	1.00
RN/LPT	1.00
RN	1.00
Pharmacist	0.20
Geriatric Psychiatrist (Subcontractor)	<u>0.33</u>

1 TOTAL DIRECT PROGRAM FTEs

30.64

2
3 L. WORKLOAD STANDARDS

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

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

10 3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty
11 thousand three-hundred and ten (20,310) DSH, with a minimum of one thousand five-hundred and
12 ninety (1,590) hours of medication support services and eighteen thousand seven-hundred and twenty
13 (18,720) hours of other mental health, case management and/or crisis intervention services as outlined
14 below.

15 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and eighty
16 (180) Clients throughout the term of the Contract.

17 M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as
18 stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

19 N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery.
20 These individuals shall not be currently receiving services directly from CONTRACTOR.
21 Documentation may include, but not be limited to, the following: records attesting to efforts made in
22 recruitment and hiring practices and identification of measures taken to enhance accessibility for
23 potential staff in these categories.

24 O. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
25 evaluations pursuant to Section 5150, WIC.

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

28 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
29 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of
30 treatment for student interns providing substance abuse services. Supervision will be in accordance to
31 that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the
32 respective job descriptions or work contracts.

33 2. An intern is an individual enrolled in an accredited graduate program accumulating
34 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
35 Acceptable graduate programs include all programs that assist the student in meeting the educational
36 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

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

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

7 R. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
8 Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 17 a. Each staff member who no longer supports the Contract;
- 18 b. Each staff member who no longer requires access to IRIS;
- 19 c. Each staff member who leaves employment of CONTRACTOR; or
- 20 d. Token is malfunctioning;
- 21 e. Termination of this Contract.

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

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

26 S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
27 Staffing Paragraph of this Exhibit A-1 to the Contract.

28 **VI. REPORTS**

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

31 B. FISCAL

32 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
33 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
34 and will report actual costs and revenues for CONTRACTOR's program described in the Services
35 Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as
36 defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the
37

1 twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in
 2 writing any extensions to the due date of the monthly required reports. If an extension is approved by
 3 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

4 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
 5 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 6 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for
 7 CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract.
 8 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
 9 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
 10 the Monthly Expenditure and Revenue Reports.

11 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 12 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
 13 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1
 14 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or
 15 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
 16 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
 17 end of the month being reported.

18 D. PROGRAMMATIC

19 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 20 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 21 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter
 22 being reported unless otherwise specified. Mental Health Programmatic reports will include the
 23 following:

- 24 a. A description of CONTRACTOR's progress in implementing the provisions of this
 25 Contract,
- 26 b. Report of placement and movement of Clients along the continuum of services using
 27 guidelines for monthly report of the number of 5150 participants,
- 28 c. Voluntary and involuntary hospitalizations and special incidences,
- 29 d. Vocational programs, educational programs, including new job placements, Clients in
 30 continuing employment.
- 31 e. Reporting of the numbers of Clients based upon their level of function in the MORs
 32 Level system,
- 33 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to
 34 any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in
 35 population served and reasons for any such changes.

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

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

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

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

16 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
17 Reports Paragraph of this Exhibit A-1 to the Contract.

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 COLLEGE COMMUNITY SERVICES
 8 JULY 1, 2017 THROUGH JUNE 30, 2020
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
 2 pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
 5 manage the selection, development, implementation, and maintenance of security measures to protect
 6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection
 7 of that information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
 36 45 CFR § 160.103.

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1 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA
2 Privacy Rule in 45 CFR § 164.501.

3 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
5 with 45 CFR § 164.502(g).

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

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

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

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

15 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or
16 his or her designee.

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

22 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of
23 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

24 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

26 16. “Technical safeguards” means the technology and the policy and procedures for its use that
27 protect electronic PHI and control access to it.

28 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
29 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
30 methodology specified by the Secretary of Health and Human Services in the guidance issued on the
31 HHS Web site.

32 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
33 45 CFR § 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall develop and maintain a written information privacy and security program that
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
16 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

30 c. Providing a level and scope of security that is at least comparable to the level and scope
31 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 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
35 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same
36 restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
2 COUNTY.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

31 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
33 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
34 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
35 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
36 website access, file transfer, and E-Mail.

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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1 Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be
2 checked in baggage on commercial airplanes.

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

1 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

35 3. The obligations of this Business Associate Contract shall survive the termination of the
36 Agreement.

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1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 COLLEGE COMMUNITY SERVICES
 8 JULY 1, 2017 THROUGH JUNE 30, 2020
 9

10 **I. PERSONAL INFORMATION 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 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 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, 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 SSA and CHHS and in the Agreement between SSA and DHCS, known as
37 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

1 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
2 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
3 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of
4 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
5 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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