

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CHARITABLE VENTURES OF ORANGE COUNTY

7
8 ~~MAY 1, 2018 THROUGH JUNE 30, 2020~~
9 MAY 1, 2018 THROUGH MARCH 31, 2023

10
11 THIS AGREEMENT entered into this 1st day of May 2018 (effective date), is by and between the
12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CHARITABLE
13 VENTURES OF ORANGE COUNTY, a California nonprofit corporation acting through its fiscally
14 sponsored project PROJECT KINSHIP (CONTRACTOR). COUNTY and CONTRACTOR may
15 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement
16 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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18 **W I T N E S S E T H:**

19
20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community
21 Support and Recovery Center Services described herein to the residents of Orange County; and

22 WHEREAS, CONTRACTOR are agreeable to the rendering of such services on the terms and
23 conditions hereinafter set forth:

24 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: May 1, 2018 through ~~June 30, 2020~~ March 31, 2023

Period One means the period from May 1, 2018 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 of July 1, 2020 through June 30, 2021

Period Five means the period of July 1, 2021 through June 30, 2022

Period Six means the period of July 1, 2022 through March 31, 2023

Maximum Obligation:

Period One Maximum Obligation:	\$ 419,807	175,865
Period Two Maximum Obligation:	1,910,240	1,605,942
Period Three Maximum Obligation:	1,910,240	
Period Four Maximum Obligation:	2,408,143	
Period Five Maximum Obligation:	2,250,000	
Period Six Maximum Obligation:	1,350,000	
TOTAL MAXIMUM OBLIGATION:	\$4,240,287	9,700,190

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 02-208-4889

CONTRACTOR TAX ID Number: 20-8756660

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Charitable Ventures of Orange County
1505 E. 17th Street, Suite 101
Santa Ana, CA 92705
Ted Kim, Chief Operating Officer
Ted.Kim@charitableventuresoc.org

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I. ACRONYMS

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

1		
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3		
4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

1	AI. CFDA	Catalog of Federal Domestic Assistance
2	AJ. CFR	Code of Federal Regulations
3	AK. CHDP	Child Health and Disability Prevention
4	AL. CHHS	California Health and Human Services Agency
5	AM. CHPP	COUNTY HIPAA Policies and Procedures
6	AN. CHS	Correctional Health Services
7	AO. CIPA	California Information Practices Act
8	AP. CMPPA	Computer Matching and Privacy Protection Act
9	AQ. COI	Certificate of Insurance
10	AR. CPA	Certified Public Accountant
11	AS. CSI	Client and Services Information
12	AT. CSW	Clinical Social Worker
13	AU. CYBHS	Children and Youth Behavioral Health Services
14	AV. DATAR	Drug Abuse Treatment Access Report
15	AW. DCR	Data Collection and Reporting
16	AX. DD	Dually Diagnosed
17	AY. DEA	Drug Enforcement Agency
18	AZ. DHCS	California Department of Health Care Services
19	BA. D/MC	Drug/Medi-Cal
20	BB. DMV	California Department of Motor Vehicles
21	BC. DoD	US Department of Defense
22	BD. DPFS	Drug Program Fiscal Systems
23	BE. DRC	Probation's Day Reporting Center
24	BF. DRP	Disaster Recovery Plan
25	BG. DRS	Designated Record Set
26	BH. DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4 th Edition
28	BJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5 th Edition
29	BK. EBP	Evidence-Based Practice
30	BL. EDN	Electronic Disease Notification System
31	BM. EEOC	Equal Employment Opportunity Commission
32	BN. EHR	Electronic Health Records
33	BO. ePHI	Electronic Protected Health Information
34	BP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
35	BQ. ERC	Emergency Receiving Center
36	BR. FFS	Fee For service
37	BS. FIPS	Federal Information Processing Standards

1	BT. FQHC	Federally Qualified Health Center
2	BU. FSP	Full Service Partnership
3	BV. FTE	Full Time Equivalent
4	BW. GAAP	Generally Accepted Accounting Principles
5	BX. HAB	Federal HIV/AIDS Bureau
6	BY. HCA	County of Orange Health Care Agency
7	BZ. HHS	Federal Health and Human Services Agency
8	CA. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	CB. HITECH Act	Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	CC. HIV	Human Immunodeficiency Virus
13	CD. HRSA	Federal Health Resources and Services Administration
14	CE. HSC	California Health and Safety Code
15	CF. IBNR	Incurred But Not Reported
16	CG. ID	Identification
17	CH. IEA	Information Exchange Agreement
18	CI. IMD	Institute for Mental Disease
19	CJ. IOM	Institute of Medicine
20	CK. IRIS	Integrated Records and Information System
21	CL. ISO	Insurance Services Office
22	CM. ITC	Indigent Trauma Care
23	CN. LCSW	Licensed Clinical Social Worker
24	CO. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
25	CP. LPS	Lanterman/Petris/Short (Act)
26	CQ. LPT	Licensed Psychiatric Technician
27	CR. MAT	Medication Assisted Treatment
28	CS. MEDS	Medi-Cal Eligibility Determination System
29	CT. MFT	Marriage and Family Therapist
30	CU. MH	Mental Health
31	CV. MHIS	Mental Health Inpatient Services
32	CW. MIHS	Medical and Institutional Health Services
33	CX. MHP	Mental Health Plan
34	CY. MHRC	Mental Health Rehabilitation Centers
35	CZ. MHS	Mental Health Specialist
36	DA. MHSA	Mental Health Services Act
37	DB. MORS	Milestones of Recovery Scale

1	DC. MS	Mandatory Supervision
2	DD. MSN	Medical Safety Net
3	DE. MTP	Master Treatment Plan
4	DF. NA	Narcotics Anonymous
5	DG. NIATx	Network Improvement of Addiction Treatment
6	DH. NIH	National Institutes of Health
7	DI. NIST	National Institute of Standards and Technology
8	DJ. NOA	Notice of Action
9	DK. NP	Nurse Practitioner
10	DL. NPDB	National Provider Data Bank
11	DM. NPI	National Provider Identifier
12	DN. NPP	Notice of Privacy Practices
13	DO. OCEMS	Orange County Emergency Medical Services
14	DP. OCJS	Orange County Jail System
15	DQ. OC-MEDS	Orange County Medical Emergency Data System
16	DR. OCPD	Orange County Probation Department
17	DS. OCR	Federal Office for Civil Rights
18	DT. OCSD	Orange County Sheriff's Department
19	DU. OIG	Federal Office of Inspector General
20	DV. OMB	Federal Office of Management and Budget
21	DW. OPM	Federal Office of Personnel Management
22	DX. ORR	Federal Office of Refugee Resettlement
23	DY. P&P	Policy and Procedure
24	DZ. PA DSS	Payment Application Data Security Standard
25	EA. PAF	Partnership Assessment Form
26	EB. PAR	Prior Authorization Request
27	EC. PBM	Pharmaceutical Benefits Management
28	ED. PC	California Penal Code
29	EE. PCI DSS	Payment Card Industry Data Security Standard
30	EF. PCP	Primary Care Provider
31	EG. PCS	Post-Release Community Supervision
32	EH. PHI	Protected Health Information
33	EI. PI	Personal Information
34	EJ. PII	Personally Identifiable Information
35	EK. PRA	California Public Records Act
36	EL. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
37		Coordination Team

1	EM. PSC	Professional Services Contract
2	EN. PTRC	Paramedic Trauma Receiving Center
3	EO. QI	Quality Improvement
4	EP. QIC	Quality Improvement Committee
5	EQ. RHAP	Refugee Health Assessment Program
6	ER. RHEIS	Refugee Health Electronic Information System
7	ES. RN	Registered Nurse
8	ET. RSA	Remote Site Access
9	EU. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
10	EV. SD/MC	Short-Doyle Medi-Cal
11	EW. SIR	Self-Insured Retention
12	EX. SMA	Statewide Maximum Allowable (rate)
13	EY. SNF	Skilled Nursing Facility
14	EZ. SR	Supervised Release
15	FA. SRP	Supervised Release Participant
16	FB. SSA	County of Orange Social Services Agency
17	FC. SSI	Supplemental Security Income
18	FD. STP	Special Treatment Program
19	FE. SUD	Substance Use Disorder
20	FF. TAR	Treatment Authorization Request
21	FG. TAY	Transitional Age Youth
22	FH. TB	Tuberculosis
23	FI. TBS	Therapeutic Behavioral Services
24	FJ. TRC	Therapeutic Residential Center
25	FK. TTY	Teletypewriter
26	FL. TUPP	Tobacco Use Prevention Program
27	FM. UMDAP	Uniform Method of Determining Ability to Pay
28	FN. UOS	Units of Service
29	FO. USC	United States Code
30	FP. VOLAGs	Volunteer Agencies
31	FQ. W&IC	California Welfare and Institutions Code
32	FR. WIC	Women, Infants and Children
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35	//	
36	//	
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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit(s) 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.

IV. COMPLIANCE

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

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

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

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.

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1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

3 3. If CONTRACTOR do not provide proof of its own Compliance program to
4 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
5 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
6 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
7 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
8 and Code of Conduct.

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

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

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

34 ~~1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all~~
35 ~~employees, interns, volunteers, CONTRACTOR, subcontractor, agents, and other persons who provide~~
36 ~~health care items or services or who perform billing or coding functions on behalf of~~
37 ~~ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per diem~~

~~employees, CONTRACTOR, subcontractor, 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~~

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 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 Compliance Paragraph, 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. 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). United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>). General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>). State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)

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

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.

1 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
2 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
23 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
24 and are consistent with federal, state and county laws and regulations. This includes compliance with
25 federal and state health care program regulations and procedures or instructions otherwise
26 //

27 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
28 their agents.

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

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

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

37 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business

1 days after the overpayment is verified by the ADMINISTRATOR.

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

8 9 **V. CONFIDENTIALITY**

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

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

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

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

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

32 C. As CONTRACTOR for a public institution, COUNTY understands and agrees that
33 CONTRACTOR is subject to the provisions of the California Public Records Act. In the event
34 CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect
35 of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to
36 releasing such information.

VI. 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 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.~~

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three, Period Four, Period Five, and Period Six, 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 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.

1. If CONTRACTOR fail to submit an accurate and complete 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 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 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 Cost Report is delivered to ADMINISTRATOR.

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

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, CONTRACTOR may be assessed a late penalty of \$500 dollars for each business day after

1 the above specified due date that an accurate and complete Cost Report is not submitted. No more than
2 \$100,000 shall be assessed per Cost Report. Imposition of the late penalty shall be at the sole discretion
3 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost
4 Report due the COUNTY by CONTRACTOR.

5 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
6 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
7 for final settlement to CONTRACTOR for that period.

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

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

24 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
25 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
26 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
27 such payment does not exceed the Maximum Obligation of COUNTY.

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____”

17
18 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

30 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

31 ~~CONTRACTOR warrants that it shall fully comply with all federal and state statutes and~~
 32 ~~regulations regarding the employment of aliens and others and to ensure that employees, subcontractor,~~
 33 ~~and consultants performing work under this Agreement meet the citizenship or alien status requirements~~
 34 ~~set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,~~
 35 ~~subcontractor, and consultants performing work hereunder, all verification and other documentation of~~
 36 ~~employment eligibility status required by federal or state statutes and regulations including, but not~~
 37 ~~limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently~~

1 ~~exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all~~
 2 ~~covered employees, subcontractor, and consultants for the period prescribed by the law.~~

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

11 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

14 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

27 **XI. INDEMNIFICATION AND INSURANCE**

28 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
29 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
30 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
31 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
32 including but not limited to personal injury or property damage, arising from or related to the services,
33 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
34 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
35 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
36 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
37

1 request a jury apportionment.

2 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
3 required insurance, including all endorsements required herein, necessary to satisfy COUNTY that the
4 insurance provisions of this Agreement have been complied with. CONTRACTOR agree to keep such
5 insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the
6 entire term of this Agreement. In addition, all subcontractor performing work on behalf of
7 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
8 conditions as set forth herein for CONTRACTOR. The Parties acknowledge that CONTRACTOR may
9 expense to COUNTY the cost of all required insurance purchased by CONTRACTOR to comply with
10 this Paragraph XI (INDEMNIFICATION AND INSURANCE) during the term of this Agreement.

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

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

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

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

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

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

1 F. QUALIFIED INSURER

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

7 //

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

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

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

35 H. REQUIRED COVERAGE FORMS

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

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

37 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease

1 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
 2 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
 3 adequately protect COUNTY.

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

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

12 R. SUBMISSION OF INSURANCE DOCUMENTS

13 1. The COI and endorsements shall be provided to COUNTY as follows:
 14 a. Prior to the start date of this Agreement.
 15 b. No later than the expiration date for each policy.
 16 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 17 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

37 **XII. INSPECTIONS AND AUDITS**

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

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

15 C. AUDIT RESPONSE

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

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

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

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

35
 36 **XIII. LICENSES AND LAWS**

37 ~~A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractor shall, throughout~~

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

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

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

16 ~~— 2.CONTRACTOR agree to furnish to ADMINISTRATOR within thirty (30) calendar days of~~
 17 ~~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 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 ~~— 3.It is expressly understood that this data will be transmitted to governmental agencies charged~~
 24 ~~with the establishment and enforcement of child support orders, or as permitted by federal and/or state~~
 25 ~~statute.~~

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

29 ~~— 1.ARRA of 2009.~~

30 ~~— 2.WIC, Division 5, Community Mental Health Services.~~

31 ~~— 3.WIC, Division 6, Admissions and Judicial Commitments.~~

32 ~~— 4.WIC, Division 7, Mental Institutions.~~

33 ~~— 5.HSC, §§1250 et seq., Health Facilities.~~

34 ~~— 6.PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~

35 ~~— 7.CCR, Title 9, Rehabilitative and Developmental Services.~~

36 ~~— 8.CCR, Title 17, Public Health.~~

37 ~~— 9.CCR, Title 22, Social Security.~~

- ~~10. CFR, Title 42, Public Health.~~
- ~~11. CFR, Title 45, Public Welfare.~~
- ~~12. USC Title 42, Public Health and Welfare.~~
- ~~13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.~~
- ~~14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~
- ~~15. 42 USC §1857, et seq., Clean Air Act.~~
- ~~16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- ~~17. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
- ~~18. Policies and procedures set forth in Mental Health Services Act.~~
- ~~19. Policies and procedures set forth in DHCS Letters.~~
- ~~20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- ~~21. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42, Public Health and Welfare.

1 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

2 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

3 16. 42 USC §1857, et seq., Clean Air Act.

4 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

5 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

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

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

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

9 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
10 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

11 23. 42 CFR, Section 438, Managed Care Regulations

12

13 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

34

35 **XV. MAXIMUM OBLIGATION**

36 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
37 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as

1 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
2 Subparagraph B. below.

3 //

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

6 7 **XVI. MINIMUM WAGE LAWS**

8 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
9 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
10 federal or California Minimum Wage to all its employees that directly or indirectly provide services
11 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
12 all its CONTRACTOR or other persons providing services pursuant to this Agreement on behalf of
13 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
14 Wage.

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

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

22 23 **XVII. NONDISCRIMINATION**

24 A. EMPLOYMENT

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
26 unlawfully discriminate against any employee or applicant for employment because of his/her race,
27 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
28 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
29 orientation, or military and veteran status. Additionally, during the term of this Agreement,
30 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractor shall not
31 unlawfully discriminate against any employee or applicant for employment because of his/her race,
32 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
33 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
34 orientation, or military and veteran status.

35 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
36 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
37 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection

1 for training, including apprenticeship.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

36
 37 //

XVIII. 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.

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

XIX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

//

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

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

9 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

17 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

34 ~~F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that~~
 35 ~~clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or~~
 36 ~~records.~~

1 ~~request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records~~
 2 ~~maintained by or for a covered entity that is:~~

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

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

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

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

11 ~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit~~
 12 ~~or site visit.~~

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

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

17 ~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~
 18 ~~security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus~~
 19 ~~email or fax upon the discovery of a Breach of unsecured PHI and/or PH.~~

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

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

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

31 1. CONTRACTOR shall maintain records that are adequate to substantiate the charges thereto.
 32 Such records shall include, but not be limited to, individual patient charts and utilization review records.

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

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

1 principles of reimbursement and GAAP.

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

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

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

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

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

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

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

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

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

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

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

36 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
37 with the terms of this Agreement and common business practices. If documentation is retained

1 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

15 **XXII. RESEARCH AND PUBLICATION**

16 ~~CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out~~
17 ~~of, or developed, as a result of this Agreement for the purpose of personal or professional research, or~~
18 ~~for publication.~~ CONTRACTOR shall not utilize information and/or data received from COUNTY, or
19 arising out of, or developed, as a result of this Agreement for the purpose of personal or professional
20 research, or for publication. CONTRACTOR shall not utilize information and data received from
21 COUNTY or developed as a result of this Agreement for the purpose of personal publication
22

23 **XXIII. REVENUE**

24 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
25 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
26 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
27 according to their ability to pay as determined by the State Department of Health Care Services’
28 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
29 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
30 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
31 No client shall be denied services because of an inability to pay.

32 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
33 available third-party reimbursement for which persons served pursuant to this Agreement may be
34 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary
35 charges.
36

37 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately

1 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
 2 provide for the identification of delinquent accounts and methods for pursuing such accounts.
 3 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 4 status of fees which are billed, collected, transferred to a collection agency, or deemed by
 5 CONTRACTOR to be uncollectible.

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

8 9 **XXIV. SEVERABILITY**

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

15 16 **XXV. SPECIAL PROVISIONS**

17 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
 18 purposes:

- 19 1. Making cash payments to intended recipients of services through this Agreement.
- 20 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 21 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 22 use of appropriated funds to influence certain federal contracting and financial transactions).
- 23 3. Fundraising.
- 24 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 25 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 26 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
 27 body for expenses or services.

28 //

29 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 30 subcontractor, and members of the Board of Directors or governing body, or its designee or authorized
 31 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

35 8. Severance pay for separating employees.

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

- 1 10. Supplanting current funding for existing services.
 2 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
 3 shall not use the funds provided by means of this Agreement for the following purposes:
 4 1. Funding travel or training (excluding mileage or parking).
 5 2. Making phone calls outside of the local area unless documented to be directly for the
 6 purpose of client care.
 7 3. Payment for grant writing, consultants, certified public accounting, or legal services.
 8 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 9 contribute to the quality of services to be provided pursuant to this Agreement.
 10 5. Purchasing or improving land, including constructing or permanently improving any
 11 building or facility, except for tenant improvements.
 12 6. Providing inpatient hospital services or purchasing major medical equipment.
 13 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 14 funds (matching).
 15 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 16 CONTRACTOR's clients.

17 **XXVI. STATUS OF CONTRACTOR**

18 CONTRACTOR are, and shall at all times be deemed to be, an independent CONTRACTOR and
 19 shall be wholly responsible for the manner in which it performs the services required of it by the terms
 20 of this Agreement. CONTRACTOR are entirely responsible for compensating staff, subcontractor, and
 21 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 22 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 23 or any of CONTRACTOR's employees, agents, consultants, or subcontractor. CONTRACTOR assume
 24 exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractor as they
 25 relate to the services to be provided during the course and scope of their employment. CONTRACTOR,
 26 their agents, employees, consultants, or subcontractor, shall not be entitled to any rights or privileges of
 27 COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.
 28

29 **XXVII. TERM**

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

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

XXVIII. TERMINATION

~~A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other party.~~ A. Either party may terminate this Agreement without cause, upon ninety (90) calendar days' written notice given the other party. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fail 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.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR remove such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

1
2 **XXIX. THIRD PARTY BENEFICIARY**

3 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
4 including, but not limited to, any subcontractor or any clients provided services pursuant to this
5 Agreement.

6
7 **XXX. WAIVER OF DEFAULT OR BREACH**

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

13
14 **XXXI. CONFLICT OF INTEREST**

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

23
24 **XXXII. DISPUTE RESOLUTION**

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

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

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

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

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

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

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

3
4 CHARITABLE VENTURES OF ORANGE COUNTY, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10 BY: _____ DATED: _____

11
12 TITLE: _____

13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

26
27
28 BY: _____ DATED: _____

29 DEPUTY

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

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CHARITABLE VENTURES OF ORANGE COUNTY
~~MAY 1, 2018 THROUGH JUNE 30, 2020~~
MAY 1, 2018 THROUGH MARCH 31, 2023

I. COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. 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 the 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 the IRIS.

4. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

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

6. 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 consumer 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 is likely to be raised to the

1 next level when scientific studies can be conducted and is supported by some body of evidence,
 2 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
 3 bodies of advocacy organizations and finally, produces specific outcomes.

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

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

14 8. Data Collection System means software designed for collection, tracking and reporting
 15 outcomes data for clients enrolled in the FSP Programs.

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

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

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

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

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

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2 9. Plan Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention
3 and case management services to those clients who seek services in the COUNTY operated outpatient
4 programs.

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

11 11. CAT means Crisis Assessment Team and refers to a team of clinicians who provide mobile
12 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,
13 on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion
14 away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health
15 services.

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

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

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

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

29 16. CSW means an individual who meets the minimum professional and licensure requirements
30 set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a
31 mental health setting.

32 17. Diagnosis means the definition of the nature of the client's disorder. When formulating the
33 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
34 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
35 recorded on all IRIS documents, as appropriate.

36 18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
37 providing client services. DSH credit is obtained for providing mental health, case management,

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2 medication support and a crisis intervention service to any client open in the IRIS which includes both
3 billable and non-billable services.

4 19. Engagement means the process by which a trusting relationship between worker and
5 client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
6 client(s) is the objective of a successful outreach.

7 20. Face-to-Face means an encounter between client and provider where they are both
8 physically present.

9 21. FSP

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

19 b. Crisis management;

20 1) Housing Services;

21 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case
22 management;

23 3) Community-based Wraparound Recovery Services;

24 4) Vocational and Educational services;

25 5) Job Coaching/Developing;

26 6) Consumer employment;

27 7) Money management/Representative Payee support;

28 8) Flexible Fund account for immediate needs;

29 9) Transportation;

30 10) Illness education and self-management;

31 11) Medication Support;

32 12) Co-occurring Services;

33 13) Linkage to financial benefits/entitlements;

34 14) Family and Peer Support; and

35 15) Supportive socialization and meaningful community roles.

36 c. Client services are focused on recovery and harm reduction to encourage the highest
37 level of client empowerment and independence achievable. PSC's will meet with the consumer in their

1 current community setting and will develop a supportive relationship with the individual served.
 2 Substance abuse treatment will be integrated into services and provided by the client's team to
 3 individuals with a co-occurring disorder.

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

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

17 23. Individual Services and Support Funds - Flexible Funds means funds intended for use to
 18 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment
 19 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
 20 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are
 21 individualized and appropriate to support client's mental health treatment activities.

22 24. Intake means the initial meeting between a client and CONTRACTOR's staff and includes
 23 an evaluation to determine if the client meets program criteria and is willing to seek services.

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

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

32 27. Employment Specialist means a specialized position dedicated to cultivating and nurturing
 33 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,
 34 and goals. This position will also integrate knowledge about career development and job preparation to
 35 ensure successful job retention and satisfaction of both employer and employee.

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

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

5 30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
6 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
7 social adjustment and/or vocational adjustment.

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

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

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

17 c. Co-Occurring see Dual Disorders Integrated Treatment Model.

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

21 e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise
22 treatment model that is non-confrontational, follows behavioral principles, considers interactions
23 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
24 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
25 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
26 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
27 setting at the same time.

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

35 g. Rehabilitation Service means an activity which includes assistance in improving,
36 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
37 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or

1 medication education.

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

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

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

13 33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a
14 mental health field or has a high school diploma and two (2) years of experience delivering services in a
15 mental health field.

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

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

27 36. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the
28 beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has
29 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
30 found not to meet the medical necessity criteria for specialty mental health services.

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

34 38. Outreach means the outreach to potential clients to link them to appropriate mental health
35 services and may include activities that involve educating the community about the services offered and
36 requirements for participation in the programs. Such activities should result in the CONTRACTOR
37 developing their own client referral sources for the programs they offer.

1 39. Peer Recovery Specialist/Counselor means an individual with lived experience with
 2 behavioral health issues who has been through the same or similar recovery process as those he/she is
 3 now assisting to attain their recovery goals while getting paid for this function-by the program. A peer
 4 recovery specialist practice is informed by his/her own experience.

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

14 41. Pharmacy Benefits Manager means the PBM Company that manages the medication
 15 benefits that are given to clients that qualify for medication benefits.

16 42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
 17 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
 18 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
 19 575.2. The waiver may not exceed five (5) years.

20 43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
 21 Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social
 22 Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to
 23 regulations adopted by the BBS.

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

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

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

35 47. PHI means Protected Health Information and refers to individually identifiable health
 36 information usually transmitted by electronic media, maintained in any medium as defined in the
 37 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is

1 created or received by a covered entity and relates to the past, present, or future physical or mental
 2 health or condition of an individual, provision of health care to an individual, or the past, present, or
 3 future payment for health care provided to an individual.

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

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

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

13 51. Recovery is “a process of change through which individuals improve their health and
 14 wellness, live a self-directed life, and strive to reach their full potential,” and identifies four major
 15 dimensions to support recovery in live:

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

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

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

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

24 52. Referral means providing the effective linkage of a client to another service, when
 25 indicated; with follow-up to be provided within five (5) working days to assure that the client has made
 26 contact with the referred service.

27 53. Supportive Housing PSC means a person who provides services in a supportive housing
 28 structure. This person will coordinate activities which will include, but not be limited to: independent
 29 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
 30 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
 31 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
 32 supporting and implementing a full service partnership philosophy and its individualized, strengths-
 33 based, culturally appropriate, and client-centered approach.

34 54. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 35 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
 36 compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review
 37 is conducted by the program/clinic director or designee.

1 55. Token means the security device which allows an individual user to access the
2 ADMINISTRATOR computer based IRIS.

3 56. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method
4 used for determining the annual client liability for mental health services received from COUNTY
5 mental health system and is set by the State of California.

6 57. Vocational/Educational Specialist means a person who provides services that range from
7 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
8 consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
9 on one" vocational counseling and support to consumers to ensure that their needs and goals are being
10 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them
11 with the knowledge and resources to achieve the highest level of vocational functioning possible.

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

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

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II. 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.~~ 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.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
—Salaries	\$ 1,993	\$ 11,960	\$ 11,960	\$ 25,913
—Benefits	399	2,392	2,392	5,183
—Indirect Costs	<u>20,011</u>	<u>119,807</u>	<u>133,729</u>	<u>273,547</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 22,403	\$ 134,159	\$ 148,081	\$ 304,643
PROGRAM COST				
—Salaries	\$137,551	\$ 907,953	\$ 1,058,391	\$2,103,895
—Benefits	27,510	181,591	211,678	420,779
—Services and Supplies	24,884	189,295	168,459	382,638
—Subcontractor	136,661	178,630	172,630	487,921
—Flex Funds	<u>20,000</u>	<u>129,800</u>	<u>151,000</u>	<u>300,800</u>
SUBTOTAL PROGRAM COST	\$346,606	\$1,587,269	\$1,762,158	\$3,696,033
—Start-up/Ramp-up Costs	<u>\$ 50,799</u>	<u>\$ 188,812</u>	<u>\$ 0.00</u>	<u>\$ 239,611</u>
TOTAL GROSS COST	\$419,807	\$1,910,240	\$1,910,240	\$4,240,287
REVENUE				
—PROP 47	<u>\$419,807</u>	<u>\$1,910,240</u>	<u>\$1,910,240</u>	<u>\$4,240,287</u>
TOTAL REVENUE	\$419,807	\$1,910,240	\$1,910,240	\$4,240,287
TOTAL MAXIMUM OBLIGATION	\$419,807	\$1,910,240	\$1,910,240	\$4,240,287

~~B. BUDGET/STAFFING MODIFICATIONS — CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its members, 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 shall 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.~~

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
Salaries	\$1,840	\$11,638	\$ 12,323	\$0.00	\$ 25,801
Benefits	173	1,134	2,157	0.00	3464
Indirect Costs	<u>12,132</u>	<u>118,738</u>	<u>158,987</u>	<u>0.00</u>	<u>289,857</u>
SUBTOTAL	\$14,145	\$131,510	\$ 173,467	\$0.00	\$319,122
ADMINISTRATIVE COST					
PROGRAM COST					
Salaries	\$107,299	\$895,553	\$1,199,813	\$152,753	\$2,202,665
Benefits	19,657	159,925	209,967	\$ 28,274	389,549
Services and Supplies	5,833	188,213	201,648	\$ 0.00	395,694
Subcontractor	0.00	57,739	48,645	\$ 0.00	106,384
Flex Funds	<u>0.00</u>	<u>7,860</u>	<u>76,700</u>	<u>\$ 82,512</u>	<u>84,560</u>
				<u>0.00</u>	
SUBTOTAL	\$132,789	\$1,309,290	\$1,736,773	\$ 0.00	\$3,178,852
PROGRAM COST					
Start-up/Ramp-up	<u>\$ 28,932</u>	<u>\$ 165,142</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$194,074</u>
New Lease & Equipment(Cohort1)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$284,700</u>	<u>\$548,240</u>
Costs					
TOTAL GROSS COST	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287
REVENUE					
PROP 47	<u>\$175,865</u>	<u>\$1,605,942</u>	<u>\$1,910,240</u>	<u>\$548,240</u>	<u>\$4,240,287</u>
TOTAL REVENUE	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287

1	TOTAL					
2	MAXIMUM					
3	OBLIGATION	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287"

4

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

16

17 III. PAYMENTS

18 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
19 \$159,187 per month with the exception of first month of Period One. There will be a one-time
20 allowance for first initial invoice to be submitted by CONTRACTOR to ADMINISTRATOR on May 1,
21 2018. All payments are interim payments only, and subject to Final Settlement in accordance with the
22 Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual
23 cost of providing the services hereunder; provided, however, the total of such payments does not exceed
24 the Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the
25 Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,
26 State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices
27 for any month for which the provisional amount specified above has not been fully paid.

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

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

37 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the

1 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
 2 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
 3 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
 4 the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

20 **IV. REPORTS**

21
 22 A. CONTRACTOR shall maintain records and make statistical reports as required by
 23 ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

24 B. FISCAL

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

33 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
 34 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
 35 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
 36 Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and
 37 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include

1 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be
2 submitted in conjunction with the Monthly Expenditure and Revenue Reports.

3 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
4 These reports shall contain required information, and be on a form acceptable to, or provided by,
5 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
6 following the end of the month being reported. CONTRACTOR must request in writing any extensions
7 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
8 total extension will not exceed more than five (5) calendar days.

9 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
10 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
11 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
12 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
13 CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of the events
14 and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of
15 licenses and/or certifications, changes in population served and reasons for any such changes.
16 CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly
17 scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
18 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being
19 taken to achieve satisfactory progress.

20 E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents
21 affecting the physical and/or emotional welfare of members, including but not limited to serious
22 physical harm to self or others, serious destruction of property, developments, etc., and which may raise
23 liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours
24 of any such serious adverse incident, and complete a Special Incident Report in accordance with
25 guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any
26 special incidents, conditions, or issues that adversely affect the quality or accessibility of member-
27 related services provided by, or under contract with, COUNTY as identified in the ADMINISTRATOR
28 Policies and Procedures (P&Ps).

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

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

35 **V. SERVICES**

36 A. ~~FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of Community~~
37

1 ~~Support and Recovery Center services described herein at the following location, or any other location~~
 2 ~~approved, in advance, in writing, by ADMINISTRATOR:~~

3
 4 ~~1535 E. 17th Street, Suite 102~~
 5 ~~Santa Ana, CA 92705~~

6
 7 ~~1. The facility shall include space to support the services identified within the Agreement.~~

8 ~~2. The facility shall be open from 8:30 a.m. — 5:00 p.m. Monday through Friday; provided,~~
 9 ~~however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening~~
 10 ~~hours in order to meet Client needs, as well as the needs of the Clients' family members or support~~
 11 ~~persons. It is expected that the facility will have twenty four (24) hour access, with limited service~~
 12 ~~capability after hours, to accommodate after hours release from custody.~~

13 ~~B. PERSONS TO BE SERVED~~

14 ~~1. CONTRACTOR shall provide Community Support and Recovery Center (CSRC) Services~~
 15 ~~to the target groups that consist of adults 18 years of age and older, including Transitional Age Youth~~
 16 ~~(18 — 26 years old), who have mild to moderate mental health and/or substance use issues, and are~~
 17 ~~involved in the criminal justice system.~~

18 ~~2. The overarching goal of this program is to reduce recidivism in the criminal justice system~~
 19 ~~by providing immediate access to treatment and supportive services to the target population upon release~~
 20 ~~from custody.~~

21 ~~3. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or~~
 22 ~~main jail, however; a small portion of referrals may come from the Public Defender, Probation, and~~
 23 ~~other local stakeholders. Additional referral sources may be identified, and shall be authorized and~~
 24 ~~approved, in advance, by ADMINISTRATOR. It is anticipated that CONTRACTOR will serve up to~~
 25 ~~five (5) or more Clients on a daily basis, however; baseline numbers will be established in the first six~~
 26 ~~(6) months after the CSRC opens.~~

27 ~~C. SERVICES TO BE PROVIDED~~

28 ~~1. CONTRACTOR shall work in close collaboration with System Navigators located in the~~
 29 ~~IRC, Correctional Mental Health, and County Sheriff's Department to coordinate linkage to immediate~~
 30 ~~and ongoing behavioral health services upon release from custody, with a specific component for~~
 31 ~~managing individuals being released after hours. For the purpose of CSRC services provided under this~~
 32 ~~Agreement, System Navigators are a combination of a Licensed Clinician, Mental Health Worker, and~~
 33 ~~Peers Mentor who work within the IRC to provide immediate re-entry planning, in-reach, and linkage to~~
 34 ~~community and County resources upon release. The System Navigators shall engage with individuals~~
 35 ~~who are being released from the IRC regarding their re-entry plans, and help those individuals link to~~
 36 ~~services immediately upon release with a warm hand-off to services.~~

37 ~~2. CONTRACTOR's services shall employ evidence-based models in the delivery of services~~

1 including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it
 2 takes” approach to remove barriers for individuals to access the support needed to fully integrate into the
 3 community. Additionally, CONTRACTOR’s organization shall employ the Sanctuary Model, which is
 4 a non-hierarchical, highly participatory, “trauma-informed and evidence-supported” operating system
 5 for human services organizations, which assists them in functioning in a humane, democratic and
 6 socially responsible manner, thereby providing effective treatment for Clients in a clinical setting. The
 7 Sanctuary Model is entirely congruent with restorative practices, in that it is about working with people
 8 instead of doing things to them or for them.

9 ~~3. CONTRACTOR shall maintain the ability to provide a safe, welcoming, and engaging~~
 10 ~~environment for individuals being released from custody, as well as to conduct a brief trauma competent~~
 11 ~~screening to each individual, and assessment of their re-entry needs.~~

12 #

13 ~~4. CONTRACTOR shall utilize a Three-Tiered triage approach to determine the level of~~
 14 ~~Client need, Client commitment, and appropriateness of CONTRACTOR’s services to meet those~~
 15 ~~identified levels. Tiers are defined as follows:~~

16 ~~a. Tier 1 These are Clients with the most severe needs, with no commitment to services~~
 17 ~~by Client;~~

18 ~~b. Tier 2 These are Clients with long term counseling or case management needs, with~~
 19 ~~low commitment to engage by Client; and~~

20 ~~c. Tier 3 These are Clients with multiple short term needs, and Client is open to and~~
 21 ~~seeking out multiple interactions and support.~~

22 ~~5. In accordance with the Three-Tier triage approach, CONTRACTOR’s ongoing services are~~
 23 ~~most appropriate for Tier 3 Clients. During the assessment process, Tier 1 and Tier 2 Clients will be~~
 24 ~~able to identify immediate basic needs in preparation for release and will receive a “warm handoff”~~
 25 ~~linkage to a partner agency more appropriate to meet their long-term, more-severe needs.~~

26 ~~6. In addition to CONTRACTOR’s Three-Tier triage approach, CONTRACTOR shall classify~~
 27 ~~Clients into three Levels of services, as follows:~~

28 ~~a. Level 1 Client support may be required for up to forty-eight (48) hours after being~~
 29 ~~released from custody;~~

30 ~~b. Level 2 Client may receive services for up to ninety (90) days depending on their~~
 31 ~~identified needs; and~~

32 ~~c. Level 3 Client may receive services for up to one hundred eighty (180) days.~~

33 ~~d. All Tier 1 and 2 Clients shall be offered Level 1 services, if they have not already been~~
 34 ~~linked to a partner agency prior to release. Tier 3 Clients shall be assigned to any of the three Levels~~
 35 ~~based on their identified needs.~~

36 ~~7. CONTRACTOR shall maintain the ability to support the implementation of an existing re-~~
 37 ~~entry plan, and/or develop a comprehensive, Client driven, individualized re-entry plan with each Client.~~

1 ~~8. CONTRACTOR shall maintain the ability to develop and train a team of staff members that~~
 2 ~~utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and~~
 3 ~~available resources for this unique population. The team will need to be able to provide trauma~~
 4 ~~competent short term substance use and mental health counseling and case management for mild to~~
 5 ~~moderate individuals.~~

6 ~~9. CONTRACTOR shall maintain the ability to offer a continuum of housing options which~~
 7 ~~includes leveraging existing housing resources as well as creating new and innovative community based~~
 8 ~~housing resources for this population. These options can include, but are not limited to, immediate~~
 9 ~~shelter, sober living placement, and permanent supported housing.~~

10 ~~10. CONTRACTOR shall maintain the ability to provide life and job skills training by~~
 11 ~~networking with various community partners.~~

12 #

13 ~~11. CONTRACTOR shall maintain the ability to collaborate with public, community based and~~
 14 ~~faith based organizations, to facilitate individual and group meetings at the CSRC such as legal~~
 15 ~~counseling, job training, sobriety support, and housing placement.~~

16 ~~12. CONTRACTOR shall maintain the ability to provide a continuum of transportation options~~
 17 ~~including after hours options, ranging from bus passes and taxi vouchers, to a vehicle for transporting.~~
 18 ~~CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is~~
 19 ~~smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to~~
 20 ~~provide a warm handoff from IS staff to the housing provider.~~

21 ~~13. CONTRACTOR shall maintain the ability to provide support services and referrals for~~
 22 ~~family members of individuals involved in the criminal justice system on a daily basis, including limited~~
 23 ~~services after hours.~~

24 ~~14. CONTRACTOR shall demonstrate an in-depth understanding of re-entry services, and the~~
 25 ~~unique needs of individuals in the criminal justice system that have a mental health and/or substance use~~
 26 ~~issue(s).~~

27 ~~15. CONTRACTOR shall establish and demonstrate a strong connection to the community and~~
 28 ~~provide a safe and welcoming environment for Clients, with an engaging and trauma competent~~
 29 ~~program.~~

30 ~~16. CONTRACTOR shall work in collaboration with the local Proposition 47 Advisory~~
 31 ~~Committee as well as public, community based and faith based organizations in order to successfully~~
 32 ~~provide a broad range of needed services.~~

33 ~~17. The philosophy of the CSRC shall draw upon cultural strengths and utilize service delivery~~
 34 ~~and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and~~
 35 ~~culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the~~
 36 ~~development of the programming, recruitment, and hiring of staff that speak the same language and~~
 37 ~~have the same cultural background of the Clients to be served. This inclusion of COUNTY's multiple~~

1 ~~cultures will assist in maximizing access to services offered by the CSRC. ADMINISTRATOR shall~~
 2 ~~provide, or cause to be provided, education and training to staff addressing cultural and linguistic needs.~~

3 ~~18. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis~~
 4 ~~intervention and de-escalation approaches and techniques, as required.~~

5 ~~19. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and~~
 6 ~~approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is~~
 7 ~~permitted. Clients shall be encouraged to participate in smoking cessation classes.~~

8 ~~20. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and~~
 9 ~~approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal~~
 10 ~~with neighboring business and resident complaints, and staff contact information made available to~~
 11 ~~neighboring businesses and residents.~~

12 #

13 ~~21. CONTRACTOR shall collaborate with community support groups to include hosting~~
 14 ~~groups of interest to Client s such as Alcoholics Anonymous and Narcotics Anonymous. These self-~~
 15 ~~help groups will meet in order to provide Clients with an avenue for full recovery. The CSRC may offer~~
 16 ~~ongoing 12-step groups geared towards Clients maintaining their sobriety and living a healthy life.~~

17 ~~22. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients~~
 18 ~~to planned community activities or events, and maintain the ability to provide or arrange transportation~~
 19 ~~for Clients for emergency services. Clients shall be encouraged to utilize public transportation,~~
 20 ~~carpools, or their own means of transportation whenever possible.~~

21 ~~23. COLLABORATION AND COMMUNITY PARTNERSHIPS~~

22 ~~a. CONTRACTOR shall develop ongoing relationships with community partners to~~
 23 ~~expand resources and services available to Clients which include, but are not limited to:~~

24 ~~1) Local Proposition 47 Advisory Committee;~~

25 ~~2) System Navigators located at the Orange County Intake and Release Center;~~

26 ~~3) Orange County Correctional Mental Health;~~

27 ~~4) Orange County Sheriff's Department;~~

28 ~~5) Substance use and mental health counseling and recovery services;~~

29 ~~6) Public, community based and faith based organizations;~~

30 ~~7) Community based housing providers and housing assistance services;~~

31 ~~8) Community education programs;~~

32 ~~9) Community employment programs;~~

33 ~~10) Civil legal services;~~

34 ~~11) Independent evaluator contracted by COUNTY;~~

35 ~~12) Transportation services; and~~

36 ~~13) Other resources and partners that offer relevant services to Clients participating in~~
 37 ~~CSRC services.~~

~~24. CONTRACTOR shall attend:~~

~~a. Meetings requested by County staff to address any aspect of CSRC Services.~~

~~b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.~~

~~c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.~~

~~25. CONTRACTOR shall not engage in, or permit any of its employees or subcontractor, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.~~

~~26. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

~~D. FLEXIBLE FUNDS~~

~~1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client's mental illness and overall quality of life;~~

~~2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report;~~

~~3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR;~~

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

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

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

~~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~~

1 ~~may include procedures for check requests/petty cash, or other methods of access to these funds;~~

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

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

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

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

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

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

25 ~~————— i. Identification of procedures to ensure secured storage and documented disbursement of~~
 26 ~~gift cards and vouchers for Clients, including end-of-year process accounting for gift cards still in staff~~
 27 ~~possession.~~

28 ~~———— E. PERFORMANCE OBJECTIVES — CONTRACTOR shall, during the term of the Agreement,~~
 29 ~~be required to achieve Performance Objectives, and track and report Performance Objective statistics in~~
 30 ~~monthly programmatic reports, as identified below.~~

31 ~~————— a. Reduce recidivism in the criminal justice system by providing immediate access to~~
 32 ~~treatment and supportive services upon release from custody of the target population.~~

33 ~~————— b. Providing services to an increasing percentage of the target population upon release~~
 34 ~~from custody. A baseline will be established in the first year of implementation. Targeted services will~~
 35 ~~be counseling, linkage, housing, and transportation.~~

36 ~~————— c. CONTRACTOR shall develop, in conjunction with County, additional ongoing~~
 37 ~~performance measures/outcomes or program's target goals as required.~~

1 ~~F. CLIENT DEMOGRAPHICS AND STATISTICS~~ On a monthly basis, ~~CONTRACTOR~~ shall,
2 at a minimum, track and monitor the following:

3 ~~1. The total number of Clients referred to, and enrolled in CSRC Services.~~

4 ~~2. The total number of duplicated and unduplicated Clients served, and the number of contacts~~
5 ~~provided to each Client.~~

6 ~~3. The total number and type of services provided and the length of stay for each Client in the~~
7 ~~program.~~

8 ~~4. The total number of successful Client linkages to recommended services.~~

9 ~~5. The total number of Clients placed in temporary housing environments, including, but not~~
10 ~~limited to: sober living, permanent supportive housing, or other housing arrangements.~~
11 ~~CONTRACTOR shall identify the name and location of each facility where Clients have been placed,~~
12 ~~and indicate the anticipated length of stay in those housing placements.~~

13 ~~6. The total number of groups provided per week and how many Clients attended each group.~~

14 ~~7. The total number of activities provided on and off site for the month as well as number of~~
15 ~~Clients who attended.~~

16 ~~8. CONTRACTOR shall also monitor and track demographic and other encounter information~~
17 ~~which includes but is not limited to:~~

18 ~~a. Date of Service~~

19 ~~b. Client name or Client identifier~~

20 ~~c. Age/Date of birth~~

21 ~~d. Race~~

22 ~~e. Ethnicity~~

23 ~~f. Gender~~

24 ~~g. Lesbian/Gay/Bisexual/Transgender/Questioning~~

25 ~~h. Language spoken~~

26 ~~i. Military status~~

27 ~~j. Referring agency or individual and recommended services~~

28 ~~k. Client enrollment status in BHS services at onset of CSRC services~~

29 ~~l. Client enrollment status in BHS services at conclusion of CSRC services~~

30 ~~m. Additional community services offered to Clients.~~

31 ~~9. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing~~
32 ~~demographics and statistics.~~

33 ~~G. INDEPENDENT EVALUATOR~~

34 ~~1. CONTRACTOR shall work with an independent program evaluator, contracted by~~
35 ~~COUNTY, for the purpose of developing and reporting on specific performance objectives identified by~~
36 ~~COUNTY. The independent evaluator will establish performance objective benchmarks within the first~~
37 ~~six months of the program.~~

~~2. The independent evaluator will conduct a process and outcome evaluation of Proposition 47 services provided under this Agreement. The process evaluation will determine the extent to which CSRC services under this Agreement are being implemented as intended, whether progress is being made towards program objectives and expectations, and whether services are being provided with fidelity to program models. This will include the degree of success in engaging the target population, Client satisfaction with services, and Client and provider perspectives on successes and challenges. This evaluation will help to identify barriers and solutions for successful implementation.~~

~~3. The process evaluation will primarily utilize qualitative data gathered by the evaluator during bi-annual site visits using a combination of interviews, focus groups, and surveys with Clients and service Providers. Additionally, during the first year, program materials and processes will be reviewed during site visits. Overall findings will be summarized, along with findings for each program component. Annual analyses will determine whether greater success is achieved over time in program implementation, fidelity, engagement of Clients, Client satisfaction, and other process measures.~~

~~4. The outcome evaluation is to determine if the program achieved its goals. The program goals under this Agreement are to enhance successful community re-entry, via jail in-reach, engagement, and linkage to services upon release from custody; and to expand the continuum of community based post release services for offenders with low criminogenic risk to include intensive case management, treatment, housing, transportation, employment, and other supportive services.~~

~~H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.~~ FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of Community Support and Recovery Center services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

2215 N. Broadway, Suite 2
Santa Ana, CA 92706

- 1. The facility shall include space to support the services identified within the Agreement.
- 2. The facility shall be open from 7:00 a.m. – 6:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and overnight hours as required in order to meet Client needs, as well as the needs of the Clients’ family members or support persons. It is expected that the facility will the capability to twenty-four (24) hour access, with limited service capability after hours, to accommodate after hours release from custody.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall provide Community Support and Recovery Center (CSRC) Services to the target groups that consist of adults 18 years of age and older, including Transitional Age Youth

1 (18 – 26 years old), who have mild to moderate mental health and/or substance use issues, and are
2 involved in the criminal justice system.

3 2. The overarching goal of this program is to reduce recidivism in the criminal justice system
4 by providing immediate access to treatment and supportive services to the target population upon release
5 from custody.

6 3. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or
7 main jail, however; a small portion of referrals may come from the Public Defender, Probation, and
8 other local stakeholders, as well as individuals who walk in to the program for services on their own and
9 are screened to confirm target population eligibility. Additional referral sources may be identified, and
10 shall be authorized and approved, in advance, by ADMINISTRATOR. It is anticipated that
11 CONTRACTOR will serve at least five (5) or more Clients on a daily basis.

12 C. SERVICES TO BE PROVIDED

13 1. CONTRACTOR shall work in close collaboration with COUNTY System Navigators
14 located in the IRC, Correctional Mental Health, and County Sheriff's Department to coordinate linkage
15 to immediate and ongoing behavioral health services upon release from custody. For the purpose of
16 CSRC services provided under this Agreement, System Navigators are a combination of a Licensed
17 Clinician, Mental Health Worker, and Peers Navigators who work within the IRC to provide immediate
18 re-entry planning, in-reach, and linkage to community and County resources upon release. The System
19 Navigators shall engage with individuals who are being released from the IRC regarding their re-entry
20 plans, and help those individuals link to services immediately upon release with a warm-hand off to
21 services.

22 2. CONTRACTOR's services shall employ evidence-based models in the delivery of
23 services including, but not limited to, the Assertive Community Treatment model, which embraces a
24 "whatever it takes" approach to remove barriers for individuals to access the support needed to fully
25 integrate into the community. Additionally, CONTRACTOR's organization shall employ the Sanctuary
26 Model, which is a non-hierarchical, highly participatory, "trauma-informed and evidence-supported"
27 operating system for human services organizations, which assists them in functioning in a humane,
28 democratic and socially responsible manner, thereby providing effective treatment for Clients in a
29 clinical setting. The Sanctuary Model is entirely congruent with restorative practices, in that it is about
30 working with people instead of doing things to them or for them.

31 3. CONTRACTOR shall maintain the ability to provide a safe, welcoming, and engaging
32 environment for individuals being released from custody, as well as to conduct a brief trauma
33 competent screening to each individual, and assessment of their re-entry needs.

34 4. CONTRACTOR shall utilize a Three-Tiered triage approach to determine the level of
35 Client need, Client commitment, and appropriateness of CONTRACTOR's services to meet those
36 identified levels. Tiers are defined as follows:

37 a. Tier 1 – These are Clients with the most severe needs, with no commitment to services

1 by Client;

2 b. Tier 2 – These are Clients with long-term counseling or case
3 management needs, with low commitment to engage by Client; and

4 c. Tier 3 – These are Clients with multiple short-term needs, and Client is
5 open to and seeking out multiple interactions and support.

6 5. In accordance with the Three-Tier triage approach, CONTRACTOR’s ongoing services are
7 most appropriate for Tier 3 Clients. During the assessment process, Tier 1 and Tier 2 Clients will be
8 able to identify immediate basic needs in preparation for release and will receive a “warm handoff”
9 linkage to a partner agency more appropriate to meet their long-term, more severe needs.

10 6. In addition to CONTRACTOR’s Three Tier triage approach, CONTRACTOR shall classify
11 Clients into three Levels of services, as follows:

12 a. Level 1 – Client support may be required for up to forty-eight (48) hours
13 after being released from custody;

14 b. Level 2 – Client may receive services for up to ninety (90) days
15 depending on their identified needs; and

16 c. Level 3 - Client may receive services for up to one hundred eighty (180)
17 days.

18 d. All Tier 1 and 2 Clients shall be offered Level 1 services, if they have not
19 already been linked to a partner agency prior to release. Tier 3 Clients shall be assigned
20 to any of the three Levels based on their identified needs.

21 7. CONTRACTOR shall maintain the ability to support the implementation of an
22 existing re-entry plan, and/or develop a comprehensive, Client driven, individualized re-
23 entry plan with each Client.

24 8. CONTRACTOR shall maintain the ability to develop and train a team of staff members that
25 utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and
26 available resources for this unique population. The team will need to be able to provide trauma
27 competent short term substance use and mental health counseling and case management for mild to
28 moderate individuals.

29 9. CONTRACTOR shall maintain the ability to offer a continuum of housing options which
30 includes leveraging existing housing resources as well as creating new and innovative community based
31 housing resources for this population. These options can include, but are not limited to, immediate
32 shelter, sober living placement, and permanent supported housing. Housing Coordinators will have
33 expertise in the full continuum of housing options, including how to access shelters, short-term, and
34 permanent housing. They will also have training in housing assessment and placement, resources, and
35 provision of supportive housing services to sustain housing.

36 10. CONTRACTOR shall maintain the ability to provide life and job skills training by
37 networking with various community partners.

1 11. CONTRACTOR shall maintain the ability to collaborate with public, community-based and
2 faith-based organizations, to facilitate individual and group meetings at the CSRC such as legal
3 counseling, job training, sobriety support, and housing placement.

4 12. CONTRACTOR shall maintain the ability to provide a continuum of transportation options
5 ranging from bus passes and taxi vouchers, to a vehicle for transporting. CONTRACTOR shall arrange
6 to accompany Clients to their housing placements to ensure that access is smooth and that the Client is
7 secure in their placement and equipped with basic essentials, as well as to provide a warm handoff from
8 CSRC staff to the housing provider.

9 13. CONTRACTOR shall maintain the ability to provide support services and referrals for
10 family members of individuals involved in the criminal justice system on a daily basis, including limited
11 services after hours.

12 14. CONTRACTOR shall demonstrate an in-depth understanding of re-entry services, and the
13 unique needs of individuals in the criminal justice system that have a mental health and/or substance use
14 issue(s).

15 15. CONTRACTOR shall establish and demonstrate a strong connection to the community and
16 provide a safe and welcoming environment for Clients, with an engaging and trauma competent
17 program.

18 16. CONTRACTOR shall work in collaboration with the local Proposition 47 Advisory
19 Committee as well as public, community-based and faith-based organizations in order to successfully
20 provide a broad range of needed services.

21 17. The philosophy of the CSRC shall draw upon cultural strengths and utilize service delivery
22 and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and
23 culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the
24 development of the programming, recruitment, and hiring of staff that speak the same language and
25 have the same cultural background of the Clients to be served. This inclusion of COUNTY's multiple
26 cultures will assist in maximizing access to services offered by the CSRC. ADMINISTRATOR shall
27 provide, or cause to be provided, education and training to staff addressing cultural and linguistic needs.

28 18. CONTRACTOR shall review and monitor procedures for, and train all staff in
29 crisis intervention and de-escalation approaches and techniques, as required.

30 19. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
31 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
32 permitted. Clients shall be encouraged to participate in smoking cessation classes.

33 20. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and
34 approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal
35 with neighboring business and resident complaints, and staff contact information made available to
36 neighboring businesses and residents.

37 21. CONTRACTOR shall collaborate with community support groups to include hosting

1 groups of interest to Clients such as Alcoholics Anonymous and Narcotics Anonymous. These self-
 2 help groups will meet in order to provide Clients with an avenue for full recovery. The CSRC may offer
 3 ongoing 12-step groups geared towards Clients maintaining their sobriety and living a healthy life.

4 22. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients
 5 to planned community activities or events, and maintain the ability to provide or arrange transportation
 6 for Clients for emergency services. Clients shall be encouraged to utilize public transportation,
 7 carpools, or their own means of transportation whenever possible.

8 23. COLLABORATION AND COMMUNITY PARTNERSHIPS

9 a. CONTRACTOR shall develop ongoing relationships with community partners to
 10 expand resources and services available to Clients which include, but are not limited to:

- 11 1) Local Proposition 47 Advisory Committee;
- 12 2) System Navigators located at the Orange County Intake and Release
 13 Center
- 14 3) Orange County Correctional Mental Health;
- 15 4) Orange County Sheriff's Department;
- 16 5) Substance use and mental health counseling and recovery services;
- 17 6) Public, community-based and faith-based organizations;
- 18 7) Community-based housing providers and housing assistance services;
- 19 8) Community education programs;
- 20 9) Community employment programs;
- 21 10) Civil legal services;
- 22 11) Independent evaluator contracted by COUNTY;
- 23 12) Transportation services; and
- 24 13) Other resources and partners that offer relevant services to Clients
 25 participating in CSRC services.

26 24. CONTRACTOR shall attend:

- 27 a. Meetings requested by County staff to address any aspect of CSRC Services.
- 28 b. Monthly management meetings with ADMINISTRATOR to discuss contractual and
 29 other issues related to, but not limited to, compliance with policies and procedures, statistics,
 30 performance outcomes, and program services.
- 31 c. Staff training for individuals by COUNTY representatives. Such training shall
 32 be conducted by CONTRACTOR and/or COUNTY staff.

33 25. CONTRACTOR shall not engage in, or permit any of its employees or subcontractor, to
 34 conduct research activity on COUNTY Clients without obtaining prior written authorization from
 35 ADMINISTRATOR.

36 26. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
 37 sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the

1 terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not
 2 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
 3 institution, or religious belief.

4 D. INDIVIDUAL SERVICES AND SUPPORT FUNDS - FLEXIBLE FUNDS

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

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

10 3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds
 11 and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the
 12 Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
 13 no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been
 14 approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds
 15 expenditures may be dis allowed by ADMINISTRATOR;

16 4. CONTRACTOR shall ensure that all staff are trained, and have a clear understanding of the
 17 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
 18 Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

19 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:
 20 a. Purpose for which Flexible Funds are to be utilized. This shall include a
 21 description of what type of expenditures are appropriate, reasonable, and justified, and that
 22 expenditure of Flexible Funds shall be individualized according to Client's needs. Include a sample
 23 listing of certain expenditures that are allowable, unallowable, or require discussion with
 24 ADMINISTRATOR;

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

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

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

36 e. Emergency housing such as a motel shall be on a case-by-case basis, and only after
 37 consultation with ADMINISTRATOR, and shall be time-limited in nature, and utilized while more

1 appropriate housing is being located.

2 f. Flexible Funds may be used for housing for Clients that have been enrolled in
3 CONTRACTOR's program, approved in advance and in writing, by ADMINISTRATOR. Housing
4 placements utilizing flexible funds shall be authorized for thirty (30) days at a time unless otherwise
5 specified in writing by ADMINISTRATOR. Flexible Funds shall not be used for housing for Clients
6 that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing,
7 by ADMINISTRATOR.

8 g. Flexible Funds may also be used for rental assistance and security deposits on a case-
9 by-case basis, approved in advance and in writing by ADMINISTRATOR.

10 h. No single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior
11 written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the
12 \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of
13 such an expense. Said notification shall include total costs and a justification for the expense. Failure to
14 notify ADMINISTRATOR within the specified timeframe may result in disallowance of the
15 expenditure;

16 i. Statement that pre-purchases shall only be for food, transportation, and clothing, as
17 required and appropriate;

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

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

25 l. Identification of procedures to ensure secured storage and documented disbursement of
26 gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
27 possession.

28 E. PERFORMANCE GOALS - CONTRACTOR shall, during the term of the Agreement, be
29 required to achieve Performance Goals, and track and report Performance Goal statistics in monthly
30 programmatic reports, as identified below.

31 1. Reduce recidivism in the criminal justice system by providing immediate access to
32 treatment and supportive services upon release from custody of the target population.

33 2. Providing services to an increasing percentage of the target population upon release from
34 custody. Targeted services will be counseling, linkage, housing, and transportation.

35 3. CONTRACTOR shall develop, in conjunction with County, additional ongoing
36 performance goals as required.

37 F. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the Agreement, be

1 required to achieve, track, and report Performance Outcome statistics in programmatic reports, as
2 identified below:

3 1. Eighty-five percent (85%) of individuals released from OC Jails will receive referrals to
4 Safe Haven;

5 2. Seventy-five percent (75%) of individuals referred to Safe Haven will receive at least a Tier
6 1 service (basic needs);

7 3. Twenty-five percent (25%) of individuals served by Safe Haven will enroll
8 in services;

9 4. Ninety percent (90%) of individuals requiring behavioral health services, such as mental
10 health and/or substance use services, will be provided with referrals to providers (on site or within the
11 community);

12 5. Ninety percent (90%) of individuals requiring assistance with obtaining transitional
13 housing, emergency housing, and/or sober living, will be provided with referrals to housing providers
14 within the community;

15 6. Eighty percent (80%) of individuals requiring assistance obtaining employment will receive
16 support services on site or referrals to providers in the community;

17 7. Fifty percent (50%) of enrolled individuals requiring housing assistance will receive funded
18 housing placements; and

19 8. Thirty percent (30%) of individuals enrolled in services will be linked to resources (on site
20 or within the community).

21 G. CLIENT DEMOGRAPHICS AND STATISTICS – On a monthly basis, CONTRACTOR shall,
22 at a minimum, track and monitor the following:

23 1. The total number of Clients referred to, and enrolled in CSRC Services.

24 2. The total number of duplicated and unduplicated Clients served, and the number of contacts
25 provided to each Client.

26 3. The total number and type of services provided and the length of stay for each Client in the
27 program.

28 4. The total number of successful Client linkages to recommended services.

29 5. The total number of Clients placed in temporary housing environments, including, but not
30 limited to: sober living, permanent supportive housing, or other housing arrangements.
31 CONTRACTOR shall identify the name and location of each facility where Clients have been placed,
32 and indicate the anticipated length of stay in those housing placements.

33 6. The total number of groups provided per week and how many Clients attended each group.

34 7. The total number of activities provided on and off site for the month as well as number of
35 Clients who attended.

36 8. CONTRACTOR shall also monitor and track demographic and other encounter information
37 which includes but is not limited to:

1 a. Date of Service

2 b. Client name or Client identifier

3 c. Age/Date of birth

4 d. Race

5 e. Ethnicity

6 f. Gender

7 g. Lesbian/Gay/Bisexual/Transgender/Questioning

8 h. Language spoken

9 i. Military status

10 j. Referring agency or individual and recommended services

11 k. Client enrollment status in BHS services at onset of CSRC services

12 l. Client enrollment status in BHS services at conclusion of CSRC services

13 m. Additional community services offered to Clients.

14 9. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing
15 demographics and statistics.

16 **H. INDEPENDENT EVALUATOR**

17 1. CONTRACTOR shall work with an independent program evaluator, contracted by
18 COUNTY, for the purpose of developing and reporting on specific performance objectives identified by
19 COUNTY. The independent evaluator will establish performance objective benchmarks within the first
20 six months of the program.

21 2. The independent evaluator will conduct a process and outcome evaluation of Proposition 47
22 services provided under this Agreement. The process evaluation will determine the extent to which
23 CSRC services under this Agreement are being implemented as intended, whether progress is being
24 made towards program objectives and expectations, and whether services are being provided with
25 fidelity to program models. This will include the degree of success in engaging the target population,
26 Client satisfaction with services, and Client and provider perspectives on successes and challenges. This
27 evaluation will help to identify barriers and solutions for successful implementation.

28 3. The process evaluation will primarily utilize qualitative data gathered by the evaluator
29 during bi-annual site visits using a combination of interviews, focus groups, and surveys with Clients
30 and service Providers. Additionally, during the first year, program materials and processes will be
31 reviewed during site visits. Overall findings will be summarized, along with findings for each program
32 component. Annual analyses will determine whether greater success is achieved over time in program
33 implementation, fidelity, engagement of Clients, Client satisfaction, and other process measures.

34 4. The outcome evaluation is to determine if the program achieved its goals. The program
35 goals under this Agreement are to enhance successful community re-entry, via jail in-reach,
36 engagement, and linkage to services upon release from custody; and to expand the continuum of
37 community-based post-release services for offenders with low criminogenic risk to include intensive

1 case management, treatment, housing, transportation, employment, and other supportive services.

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

6 VI. STAFFING

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

11	ADMINISTRATIVE	FTE
12	—Program Director	0.10
13	SUBTOTAL ADMINISTRATIVE FTE	0.10
14		
15	—PROGRAM	
16	—Program Director	0.30
17	—Program Manager	1.00
18	—Operations Manager	0.20
19	—Director of Programs	0.20
20	—Case Manager	4.00
21	—Clinician	1.00
22	—Safe Haven Coordinator	1.00
23	—Certified Alcohol & Drug Counselor (CADC)	1.00
24	—Peer Navigator	5.00
25	—Data Analyst	1.00
26	—Bookkeeper	0.75
27	—Office Support	-1.00
28	SUBTOTAL PROGRAM FTEs	16.45
29		
30	SUBCONTRACTORS	
31	—Various	0.26
32	SUBTOTAL SUBCONTRACTORS FTES	-0.26
33	TOTAL FTEs	16.81

34
35 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs for
36 Period Four funded partially through Cohort 1, one (1) FTE shall be equal to an average of forty (40)
37 hours work per week.

PROGRAM		
1	Associate Executive Director	0.12
2	Program Manager	0.15
3	Director of Operations	0.11
4	Director of Programs	0.10
5	Case Manager	0.59
6	Clinician	0.15
7	Substance Use Counselor	0.15
8	Operations Coordinator	0.15
9	Peer Navigator	0.88
10	Peer Navigator Coordinator	0.15
11	Data Analyst	0.07
12	Accounting Manager	0.12
13	Administrative Assistant	<u>0.15</u>
14	SUBTOTAL PROGRAM FTEs	2.86

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

C. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including work, education and lived experience requirements that meet the level of expertise needed to perform required duties. 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.

D. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire and prior to providing any services to Clients, on serious and persistent mental illness, substance use disorders, psychotropic medications and their effects, the principles of trauma-informed care, and motivational interviewing.

E. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

F. Program Director roles and responsibilities shall include, but not be limited to:

1. Maintain ongoing communication with Clients on their needs in order to support and

1 promote their successful re-entry into the mainstream community upon release from custody;

2 2. Research, evaluate, and implement the most current best practices as they relate to this level
3 of recovery and independence, including continued progress towards achieving positive outcomes;

4 3. Submittal of monthly financial and programmatic reports, and demographics and
5 performance objective data to ADMINISTRATOR with verification that data is correct and accurate;

6 4 Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed
7 annually and revised as needed.

8 5. Fiscal and programmatic management of the CSRC Services operating budget;

9 6. Development and coordination of in-service training of staff, both initially and ongoing, on
10 topics related to recovery-based, re-entry supportive services. A training schedule with topics and target
11 dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of
12 each fiscal year of the contract term; and

13 7. Maintain ongoing communication with ADMINISTRATOR in regards to program
14 operations and issues.

15 G. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
16 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
17 and place it in their personnel files.

18 H. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

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

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

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

36 L. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
37 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified

1 in the respective job descriptions or work contracts.

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

6 N. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
7 any staffing vacancies that occur during the term of the Agreement.

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

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CHARITABLE VENTURES OF ORANGE COUNTY
 8 ~~MAY 1, 2018 THROUGH JUNE 30, 2020~~
 9 MAY 1, 2018 THROUGH MARCH 31, 2023

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

4 B. DEFINITIONS

5 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
6 manage the selection, development, implementation, and maintenance of security measures to protect
7 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection
8 of that information.

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

34 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
35 45 CFR § 164.501.

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
37 45 CFR § 160.103.

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

4 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
5 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
6 with 45 CFR § 164.502(g).

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

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

12 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
13 45 CFR § 160.103.

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

16 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
17 his or her designee.

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

23 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of
24 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

25 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
26 45 CFR § 160.103.

27 16. "Technical safeguards" means the technology and the policy and procedures for its use that
28 protect electronic PHI and control access to it.

29 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
30 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
31 methodology specified by the Secretary of Health and Human Services in the guidance issued on the
32 HHS Web site.

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

35 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

36 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
37 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required

1 by law.

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

6 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
7 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
8 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

33 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
35 and to make information related to such Disclosures available as would be required for COUNTY to
36 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
37 45 CFR § 164.528.

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

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

9 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
10 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
11 employees, subcontractor, and agents who have access to the Social Security data, including employees,
12 agents, subcontractor, and agents of its subcontractor.

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

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

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

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
19 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide
20 COUNTY with its 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,
25 maintains, 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
27 Subparagraph E., 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 subcontractor 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
10 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI
11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
12 behalf of 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
26 for 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. The CONTRACTOR shall retain each workforce member's background
33 check 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
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
5 must have sufficient administrative, physical, and technical controls in place to protect that data, based
6 upon a risk 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
14 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the
15 premises” if it is only being transported from one of CONTRACTOR’s locations to another of
16 CONTRACTOR’s 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.

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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
22 identify the user or system process which initiates a request for PHI COUNTY discloses to
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
24 or which alters such PHI. The audit trail must be date and time stamped, must log both successful and
25 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
26 database, database logging functionality must be enabled. Audit trail data must be archived for at least
27 three (3) years after 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. Such PHI
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1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
2 baggage on commercial airplanes.

3 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is
5 contained shall be 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
7 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
8 through 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
13 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
14 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
15 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
16 intended recipient before sending the fax.

17 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
18 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
19 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include
20 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to
21 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in
22 a single package shall be sent using a tracked mailing method which includes verification of delivery
23 and receipt, unless 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.

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- 1 3. CONTRACTOR's notification shall include, to the extent possible:
- 2 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
- 3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 4 b. Any other information that COUNTY is required to include in the notification to
- 5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
- 6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
- 7 period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 8 1) A brief description of what happened, including the date of the Breach and the date
- 9 of the discovery of the Breach, if known;
- 10 2) A description of the types of Unsecured PHI that were involved in the Breach (such
- 11 as whether full name, social security number, date of birth, home address, account number, diagnosis,
- 12 disability code, or other types of information were involved);
- 13 3) Any steps Individuals should take to protect themselves from potential harm
- 14 resulting from the Breach;
- 15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
- 16 mitigate harm to Individuals, and to protect against any future Breaches; and
- 17 5) Contact procedures for Individuals to ask questions or learn additional information,
- 18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
- 20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
- 21 COUNTY.
- 22 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 24 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as
- 25 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
- 26 disclosure of PHI did not constitute a Breach.
- 27 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
- 28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 29 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
- 32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
- 33 the Breach to COUNTY pursuant to Subparagraph F.2. above.
- 34 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
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1 requests for further information, or follow-up information after report to COUNTY, when such request
2 is made by COUNTY.

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

1 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 2 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 3 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
 4 42 USC § 17935(d)(2).

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

28 a. This provision shall apply to all PHI that is in the possession of Subcontractor or agents
 29 of CONTRACTOR.

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

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

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

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1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CHARITABLE VENTURES OF ORANGE COUNTY
 8 ~~MAY 1, 2018 THROUGH JUNE 30, 2020~~
 9 MAY 1, 2018 THROUGH MARCH 31, 2023

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 EXHIBIT D
 2 AGREEMENT FOR PROVISION OF
 3 COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CHARITABLE VENTURES OF ORANGE COUNTY
 8 JULY 1, 2020 THROUGH JUNE 30, 2023
 9

10 **VII. COMMON TERMS AND DEFINITIONS**

11 A. The following standard definitions are for reference purposes only and may or may not apply in
 12 their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to
 13 those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

14 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion
 15 of the entry and evaluation documents into the IRIS and documentation that the clients are receiving
 16 services at a level and frequency and duration that is consistent with each client’s level of impairment
 17 and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

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

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

22 4. Member Advisory Board means a member-driven board which shall direct the activities,
 23 provide recommendations for ongoing program development, and create the Wellness Center’s rules of
 24 conduct.

25 5. Benefits Specialist means a specialized position that would primarily be responsible for
 26 coordinating client applications and appeals for State and Federal benefits.

27 6. Best Practices means a term that is often used inter-changeably with “evidence-based
 28 practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to
 29 recovery-consistent mental health practices where the recovery process is supported with scientific
 30 intervention that best meets the needs of the consumer at this time.

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

36 b. Promising Practices means that experts believe the practices is likely to be raised to the
 37 next level when scientific studies can be conducted and is supported by some body of evidence,

1 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
2 bodies of advocacy organizations and finally, produces specific outcomes.

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

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

13 8. Data Collection System means software designed for collection, tracking and reporting
14 outcomes data for clients enrolled in the FSP Programs.

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

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

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

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

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

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1 9. Plan Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention
2 and case management services to those clients who seek services in the COUNTY operated outpatient
3 programs.

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

10 11. CAT means Crisis Assessment Team and refers to a team of clinicians who provide mobile
11 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,
12 on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion
13 away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health
14 services.

15 12. Certified Reviewer means an individual that obtains certification by completing all
16 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
17 Verification Sheet.

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

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

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

28 16. CSW means an individual who meets the minimum professional and licensure requirements
29 set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a
30 mental health setting.

31 17. Diagnosis means the definition of the nature of the client's disorder. When formulating the
32 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
33 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
34 recorded on all IRIS documents, as appropriate.

35 18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
36 providing client services. DSH credit is obtained for providing mental health, case management,
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1 medication support and a crisis intervention service to any client open in the IRIS which includes both
2 billable and non-billable services.

3 19. Engagement means the process by which a trusting relationship between worker and
4 client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
5 client(s) is the objective of a successful outreach.

6 20. Face-to-Face means an encounter between client and provider where they are both
7 physically present.

8 21. FSP

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

18 b. Crisis management;

19 1) Housing Services;

20 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case
21 management;

22 3) Community-based Wraparound Recovery Services;

23 4) Vocational and Educational services;

24 5) Job Coaching/Developing;

25 6) Consumer employment;

26 7) Money management/Representative Payee support;

27 8) Flexible Fund account for immediate needs;

28 9) Transportation;

29 10) Illness education and self-management;

30 11) Medication Support;

31 12) Co-occurring Services;

32 13) Linkage to financial benefits/entitlements;

33 14) Family and Peer Support; and

34 15) Supportive socialization and meaningful community roles.

35 c. Client services are focused on recovery and harm reduction to encourage the highest
36 level of client empowerment and independence achievable. PSC's will meet with the consumer in their
37 current community setting and will develop a supportive relationship with the individual served.

1 Substance abuse treatment will be integrated into services and provided by the client's team to
 2 individuals with a co-occurring disorder.

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

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

16 23. Individual Services and Support Funds - Flexible Funds means funds intended for use to
 17 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment
 18 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
 19 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are
 20 individualized and appropriate to support client's mental health treatment activities.

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

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

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

31 27. Employment Specialist means a specialized position dedicated to cultivating and nurturing
 32 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,
 33 and goals. This position will also integrate knowledge about career development and job preparation to
 34 ensure successful job retention and satisfaction of both employer and employee.

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

37 //

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

4 30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
5 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
6 social adjustment and/or vocational adjustment.

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

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

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

16 c. Co-Occurring see Dual Disorders Integrated Treatment Model.

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

20 e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise
21 treatment model that is non-confrontational, follows behavioral principles, considers interactions
22 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
23 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
24 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
25 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
26 setting at the same time.

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

34 g. Rehabilitation Service means an activity which includes assistance in improving,
35 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
36 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
37 medication education.

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

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

10 32. MHSA means Mental Health Services Act and refers to the law that provides funding for
 11 expanded community mental health services. It is also known as "Proposition 63."

12 33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a
 13 mental health field or has a high school diploma and two (2) years of experience delivering services in a
 14 mental health field.

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

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

26 36. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the
 27 beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has
 28 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
 29 found not to meet the medical necessity criteria for specialty mental health services.

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

33 38. Outreach means the outreach to potential clients to link them to appropriate mental health
 34 services and may include activities that involve educating the community about the services offered and
 35 requirements for participation in the programs. Such activities should result in the CONTRACTOR
 36 developing their own client referral sources for the programs they offer.

37

1 39. Peer Navigator means an individual with lived experience, has recovered from behavioral health
 2 and/or substance issues and successfully reintegrated into the community after involvement with the
 3 criminal justice system. A peer navigator can assist clients to attain their recovery goals while getting
 4 paid for this function-by the program. A peer navigator's practice is informed by his/her own lived
 5 experience.

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

15 41. Pharmacy Benefits Manager means the PBM Company that manages the medication
 16 benefits that are given to clients that qualify for medication benefits.

17 42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
 18 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
 19 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
 20 575.2. The waiver may not exceed five (5) years.

21 43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
 22 Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social
 23 Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to
 24 regulations adopted by the BBS.

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

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

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

36 47. PHI means Protected Health Information and refers to individually identifiable health
 37 information usually transmitted by electronic media, maintained in any medium as defined in the

1 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 2 created or received by a covered entity and relates to the past, present, or future physical or mental
 3 health or condition of an individual, provision of health care to an individual, or the past, present, or
 4 future payment for health care provided to an individual.

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

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

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

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

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

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

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

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

25 52. Referral means providing the effective linkage of a client to another service, when
 26 indicated; with follow-up to be provided within five (5) working days to assure that the client has made
 27 contact with the referred service.

28 53. Supportive Housing PSC means a person who provides services in a supportive housing
 29 structure. This person will coordinate activities which will include, but not be limited to: independent
 30 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
 31 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
 32 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
 33 supporting and implementing a full service partnership philosophy and its individualized, strengths-
 34 based, culturally appropriate, and client-centered approach.

35 54. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 36 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
 37 compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review

1 is conducted by the program/clinic director or designee.

2 55. Token means the security device which allows an individual user to access the
3 ADMINISTRATOR computer based IRIS.

4 56. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method
5 used for determining the annual client liability for mental health services received from COUNTY
6 mental health system and is set by the State of California.

7 57. Vocational/Educational Specialist means a person who provides services that range from
8 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
9 consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
10 on one" vocational counseling and support to consumers to ensure that their needs and goals are being
11 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them
12 with the knowledge and resources to achieve the highest level of vocational functioning possible.

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

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

18 **VIII. BUDGET**

19
20 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A
21 to the Agreement and the following budgets, which are set forth for informational purposes only and
22 may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

<u>ADMINISTRATIVE</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
<u>COST</u>	<u>FOUR</u>	<u>FIVE</u>	<u>SIX</u>	
Salaries	\$ 12,939	\$ 12,939	\$ 12,939	\$ 38,817
Benefits	\$ 2,394	\$ 2,394	\$ 2,394	\$ 7,182
Indirect Costs	<u>\$257,671</u>	<u>\$257,671</u>	<u>\$113,017</u>	<u>\$628,359</u>
SUBTOTAL	\$273,004	\$273,004	\$128,350	\$674,358
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$1,261,911	\$1,261,911	\$890,000	\$3,413,822
Benefits	233,454	233,454	164,650	631,558
Services and Supplies	493,054	334,911	120,000	947,965

1	Subcontractor	60,020	60,020	7,000	127,040
2	Flex Funds	\$ 86,700	\$ 86,700	\$ 40,000	\$ 213,400
3					
4	SUBTOTAL	\$2,135,139	\$1,976,996	\$1,221,650	\$5,333,785
5	PROGRAM COST				
6					
7	TOTAL GROSS COST	\$2,408,143	\$2,250,000	\$1,350,000	\$6,008,143
8					
9					
10	REVENUE				
11	REVENUE PROP 47	\$ 548,240	\$ 0.00	\$ 0.00	\$ 548,240
12	COHORT 1				
13	REVENUE PROP	1,800,000	2,250,000	1,350,000	\$5,400,000
14	47 COHORT 2				
15	CalCRG	\$ 59,904	\$ 0.00	\$ 0.00	\$ 59,904
16	TOTAL REVENUE	2,408,143	2,250,000	\$1,350,000	\$6,008,143
17					
18	TOTAL MAXIMUM	\$2,408,143	\$2,250,000	\$1,350,000	\$6,008,143
19	OBLIGATION				

20

21 **B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds**

22 **between budgeted line items within a program, for the purpose of meeting specific program needs or for**

23 **providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form**

24 **provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing**

25 **Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a**

26 **justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and**

27 **the sustaining annual impact of the shift as may be applicable to the current Agreement period and/or**

28 **future Agreement periods. CONTRACTOR shall obtain written approval of any Budget/Staffing**

29 **Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR.**

30 **Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed**

31 **Budget/Staffing Modification Request(s) may result in disallowance of those costs.**

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III. PAYMENTS

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2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
3 \$200,678 per month. All payments are interim payments only, and subject to Final Settlement in
4 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
5 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
6 payments does not exceed the Maximum Obligation for each Period as stated in the Referenced
7 Agreement Provisions of the Agreement and, provided further, CONTRACTOR's costs are
8 reimbursable pursuant to COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its
9 discretion, pay supplemental invoices for any month for which the provisional amount specified above
10 has not been fully paid.
11

12
13 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
14 Revenue Report as specified in the Reports Paragraph of this Exhibit D to the Agreement.
15 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
16 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.
17

18 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
19 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
20 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
21 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
22 incurred by CONTRACTOR.
23

24 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
25 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
26 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
27 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
28 the year-to-date actual cost incurred by CONTRACTOR.
29

30 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
31 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the
32 month. Invoices received after the due date may not be paid within the same month. Payments to
33 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
34 the correctly completed invoice.
35

36 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
37

1 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
2 canceled checks, receipts, receiving records, and records of services provided.

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

5 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
6 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
7 specifically agreed upon in a subsequent Agreement.
8

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

12 **IV. REPORTS**

13 A. CONTRACTOR shall maintain records and make statistical reports as required by
14 ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.
15

16 **B. FISCAL**

17 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
18 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
19 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
20 in the Services Paragraph of this Exhibit D to the Agreement. Any changes, modifications, or
21 deviations to any approved budget line item must be approved in advance and in writing by
22 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost
23 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
24 later than twenty (20) calendar days following the end of the month being reported.
25

26 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
27 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
28 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
29 Paragraph of this Exhibit D to the Agreement. Such reports shall include actual monthly costs and
30 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include
31 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be
32 submitted in conjunction with the Monthly Expenditure and Revenue Reports.
33

34 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
35 These reports shall contain required information, and be on a form acceptable to, or provided by,
36
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1 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
 2 following the end of the month being reported. CONTRACTOR must request in writing any extensions
 3 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
 4 total extension will not exceed more than five (5) calendar days.

5
 6 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
 7 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
 8 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
 9 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 10 CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of the events
 11 and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of
 12 licenses and/or certifications, changes in population served and reasons for any such changes.
 13 CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly
 14 scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
 15 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being
 16 taken to achieve satisfactory progress.

17
 18 E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents
 19 affecting the physical and/or emotional welfare of members, including but not limited to serious
 20 physical harm to self or others, serious destruction of property, developments, etc., and which may raise
 21 liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours
 22 of any such serious adverse incident, and complete a Special Incident Report in accordance with
 23 guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any
 24 special incidents, conditions, or issues that adversely affect the quality or accessibility of member-
 25 related services provided by, or under Agreement with, COUNTY as identified in the
 26 ADMINISTRATOR Policies and Procedures (P&Ps).

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

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 33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 34 Reports Paragraph of this Exhibit D to the Agreement.
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V. SERVICES

A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of Community Support and Recovery Center services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

2215 N. Broadway, Suite 2

Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Agreement.

2. The facility shall be open from 7:00 a.m. – 6:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and overnight hours as required in order to meet Client needs, as well as the needs of the Clients’ family members or support persons. It is expected that the facility will have the capability for twenty-four (24) hour access, with limited services capability after hours, to accommodate after hours release from custody.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall provide Community Support and Recovery Center (CSRC) Services to the target groups that consist of adults 18 years of age and older, including Transitional Age Youth (18 – 26 years old), who have mild to moderate mental health and/or substance use issues, and are involved in the criminal justice system.

2. The overarching goal of this program is to reduce recidivism in the criminal justice system by providing immediate access to treatment and supportive services to the target population upon release from custody.

3. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or main jail, however; a small portion of referrals may come from the Public Defender, Probation, and other local stakeholders, as well as individuals who walk in to the program for services on their own and are screened to confirm target population eligibility. Additional referral sources may be identified, and shall be authorized and approved, in advance, by ADMINISTRATOR. It is anticipated that CONTRACTOR will serve at least five (5) or more Clients on a daily basis.

1 C. SERVICES TO BE PROVIDED

2 1. Services in Cohort 2 have four primary initiatives, which are:

3 a. Extend existing grant-funded CSRC services including daytime and nighttime services
4 through December 2022;

5 b. Expand CSRC services, focusing on engagement, re-entry, linkage, and capacity
6 building;

7 c. Expand access and provision of substance use services and mental health co-occurring
8 services to the target population; and

9 d. Expand the continuum of supportive housing options and supports for the re-entry
10 population, including short-term and permanent housing, and housing certificates/rental assistance.

11 CONTRACTOR shall work in close collaboration with the county System Navigators located in the
12 IRC, Correctional Mental Health, and County Sheriff's Department to coordinate linkage to immediate
13 and ongoing behavioral health services upon release from custody.. For the purpose of CSRC services
14 provided under this Agreement, System Navigators are a combination of a Licensed Clinician, Mental
15 Health Worker, and Peer Navigators who work within the IRC to provide immediate re-entry planning,
16 in-reach, and linkage to community and county resources upon release. The System Navigators shall
17 engage with individuals who are being released from the IRC regarding their re-entry plans, and help
18 those individuals link to services immediately upon release with a warm-hand off to services.

19 2. CONTRACTOR shall expand access to and provision of substance use services for the
20 target population. CSRC will directly refer to clinical staff in County DMC Outpatient and intensive
21 Outpatient programs; and assist with providing in-reach to inmates with SUD issues. Building bridges
22 from the CSRC to DMC programs establishes an avenue for justice-involved partners to link clients
23 directly, as well as have a receiving staff that is knowledgeable and skilled in trauma-informed care, and
24 addressing re-entry needs and criminogenic risk factors to create continuity in services. These clinical
25 staff will work with their programs to incorporate the curriculum throughout the facility, to expand
26 capacity for addressing the broader needs of this population.

27 3. CONTRACTOR shall expand access and availability of housing resources for the re-entry
28 population. Grounded in Housing First and Critical Time Intervention (CTI) principles,
29 CONTRACTOR will provide immediate access to housing during critical time when an individual is
30 most vulnerable to trauma, and supportive services, which are more intensive during critical period such
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1 as transitioning from jail. The CSRC has an established flex fund to provide immediate interim housing
 2 by way of motel vouchers, shelter partnerships, and rental assistance. The CSRC Housing
 3 Coordinators/Case Managers will utilize standardized assessments to place individuals within the
 4 continuum of housing. COUNTY will leverage SAPT, MHSA, Public Safety Realignment, and the
 5 Continuum of Care (CoC) Federal Grant program to create housing opportunities for this target
 6 population. Leveraged funding will expand existing housing contracts with recovery residences and
 7 bridge housing which will provide dedicated beds for CSRC clients. CSRC will be a referral source for
 8 OC Community Resources (OCCR)/OC Housing Authority for tenant-based rental assistance for
 9 permanent supportive housing. CoC certificates enable CSRC clients to reside in permanent housing of
 10 their choice.
 11

12
 13 4. CONTRACTOR shall expand re-entry triage staffing position in the IRC under the
 14 California Community Reinvestment Grants (Cal-CRG); the re-entry triage team is the bridge between
 15 treatment provided during incarceration and treatment services provided in the community, to ensure
 16 linkage and continuity of care for a full spectrum of services. The integrated re-entry team will include
 17 the Correctional Health Nurse and CSRC peer navigator. This team will review information gathered
 18 during Client's jail stay on needs and level of risk, and will link these individuals to the appropriate
 19 level of treatment at the time of release. The Peer Navigator will be located in close proximity to the
 20 releasing officer, provide warm hand-offs from inside the IRC to CSRC Field Services team waiting in
 21 the lobby of the IRC and facilitate continuity of care.
 22

23
 24 5. CONTRACTOR's services shall employ evidence-based models in the delivery of services
 25 including, but not limited to, the Assertive Community Treatment (ACT) model, which embraces a
 26 "whatever it takes" approach to remove barriers for individuals to access the support needed to fully
 27 integrate into the community. Additionally, CONTRACTOR's organization shall employ the Sanctuary
 28 Model, which is a non-hierarchical, highly participatory, "trauma-informed and evidence-supported"
 29 operating system for human services organizations, which assists them in functioning in a humane,
 30 democratic and socially responsible manner, thereby providing effective treatment for Clients in a
 31 clinical setting. The Sanctuary Model is entirely congruent with restorative practices, in that it is about
 32 working with people instead of doing things to them or for them. CONTRACTOR shall maintain the
 33 ability to provide a safe, welcoming, and engaging environment for individuals being released from
 34 custody, as well as to conduct a brief trauma competent screening to each individual, and assessment of
 35 their re-entry needs.
 36
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1 6. CONTRACTOR shall utilize a Three-Tiered triage approach to determine the level of
 2 Client need, Client commitment, and appropriateness of CONTRACTOR's services to meet those
 3 identified levels. Tiers are defined as follows:

4 a. Tier 1 – These are Clients with the most severe needs, with no commitment to services
 5 by Client;

6 b. Tier 2 – These are Clients with long-term counseling or case management needs, with
 7 low commitment to engage by Client; and

8 c. Tier 3 – These are Clients with multiple short-term needs, and Client is open to and
 9 seeking out multiple interactions and support.

10 7. In accordance with the Three-Tier triage approach, CONTRACTOR's ongoing services are
 11 most appropriate for Tier 3 Clients. During the assessment process, Tier 1 and Tier 2 Clients will be
 12 able to identify immediate basic needs in preparation for release and will receive a "warm handoff"
 13 linkage to a partner agency more appropriate to meet their long-term, more severe needs.

14 8. In addition to CONTRACTOR's Three Tier triage approach, CONTRACTOR shall classify
 15 Clients into three Levels of services, as follows:

16 a. Level 1 – Client support may be required for up to forty-eight (48) hours after being
 17 released from custody;

18 b. Level 2 – Client may receive services for up to ninety (90) days depending on their
 19 identified needs; and

20 c. Level 3 - Client may receive services for up to one hundred eighty (180) days.

21 d. All Tier 1 and 2 Clients shall be offered Level 1 services, if they have not already been
 22 linked to a partner agency prior to release. Tier 3 Clients shall be assigned to any of the three Levels
 23 based on their identified needs.

24 9. CONTRACTOR shall maintain the ability to support the implementation of an existing re-
 25 entry plan, and/or develop a comprehensive, Client driven, individualized re-entry plan with each Client.

26 10. CONTRACTOR shall maintain the ability to develop and train a team of staff members that
 27 utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and
 28 available resources for this unique population. The team will need to be able to provide trauma
 29 competent short term substance use and mental health counseling and case management for mild to
 30

1 moderate individuals.

2 11. CONTRACTOR shall maintain the ability to offer a continuum of housing options which
3 includes leveraging existing housing resources as well as creating new and innovative community based
4 housing resources for this population. These options can include, but are not limited to, immediate
5 shelter, sober living placement, and permanent supported housing. Housing Coordinators will have
6 expertise in the full continuum of housing options, including how to access shelters, short-term, and
7 permanent housing. They will also have training in housing assessment and placement, resources, and
8 provision of supportive housing services to sustain housing.
9

10 12. CONTRACTOR shall maintain the ability to provide life and job skills training by
11 networking with various community partners.
12

13 13. CONTRACTOR shall maintain the ability to collaborate with public, community-based and
14 faith-based organizations, to facilitate individual and group meetings at the CSRC such as legal
15 counseling, job training, sobriety support, and housing placement.
16

17 14. CONTRACTOR shall maintain the ability to provide a continuum of transportation options,
18 ranging from bus passes and taxi vouchers, to a vehicle for transporting. CONTRACTOR shall arrange
19 to accompany Clients to their housing placements to ensure that access is smooth and that the Client is
20 secure in their placement and equipped with basic essentials, as well as to provide a warm handoff from
21 CSRC staff to the housing provider.
22

23 15. CONTRACTOR shall maintain the ability to provide support services and referrals for
24 family members of individuals involved in the criminal justice system on a daily basis, including limited
25 services after hours.
26

27 16. CONTRACTOR shall demonstrate an in-depth understanding of re-entry services and the
28 unique needs of individuals in the criminal justice system that have a mental health and/or substance use
29 issue(s).
30

31 17. CONTRACTOR shall establish and demonstrate a strong connection to the community and
32 provide a safe and welcoming environment for Clients, with an engaging and trauma competent
33 program.
34

35 18. CONTRACTOR shall work in collaboration with the local Proposition 47 Advisory
36 Committee as well as public, community-based and faith-based organizations in order to successfully
37 provide a broad range of needed services.

1 19. The philosophy of the CSRC shall draw upon cultural strengths and utilize service delivery
 2 and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and
 3 culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the
 4 development of the programming, recruitment, and hiring of staff that speak the same language and
 5 have the same cultural background of the Clients to be served. This inclusion of COUNTY's multiple
 6 cultures will assist in maximizing access to services offered by the CSRC. ADMINISTRATOR shall
 7 provide, or cause to be provided, education and training to staff addressing cultural and linguistic needs.
 8

9 18. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis
 10 intervention and de-escalation approaches and techniques, as required.
 11

12 19. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
 13 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
 14 permitted. Clients shall be encouraged to participate in smoking cessation classes.
 15

16 20. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and
 17 approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal
 18 with neighboring business and resident complaints, and staff contact information made available to
 19 neighboring businesses and residents.
 20

21 21. CONTRACTOR shall collaborate with community support groups to include hosting
 22 groups of interest to Client s such as Alcoholics Anonymous and Narcotics Anonymous. These self-
 23 help groups will meet in order to provide Clients with an avenue for full recovery. The CSRC may offer
 24 ongoing 12-step groups geared towards Clients maintaining their sobriety and living a healthy life.
 25

26 22. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients
 27 to planned community activities or events, and maintain the ability to provide or arrange transportation
 28 for Clients for emergency services. Clients shall be encouraged to utilize public transportation,
 29 carpools, or their own means of transportation whenever possible.
 30

31 23. COLLABORATION AND COMMUNITY PARTNERSHIPS

32 a. CONTRACTOR shall develop ongoing relationships with community partners to
 33 expand resources and services available to Clients which include, but are not limited to:
 34

35 1) Local Proposition 47 Advisory Committee;

36 2) System Navigators located at the Orange County Intake and Release Center;
 37

1 3) Orange County Correctional Mental Health;

2 4) Orange County Sheriff's Department;

3 5) Substance use and mental health counseling and recovery services;

4 6) Public, community-based and faith-based organizations;

5 7) Community-based housing providers and housing assistance services;

6 8) Community education programs;

7 9) Community employment programs;

8 10) Civil legal services;

9 11) Independent evaluator contracted by COUNTY;

10 12) Transportation services; and

11 13) Other resources and partners that offer relevant services to Clients participating in
12 CSRC services.

13 24. CONTRACTOR shall attend:

14 a. Meetings requested by County staff to address any aspect of CSRC Services.

15 b. Monthly management meetings with ADMINISTRATOR to discuss contractual and
16 other issues related to, but not limited to, compliance with policies and procedures, statistics,
17 performance outcomes, and program services.

18 c. Staff training for individuals by COUNTY representatives. Such training shall be
19 conducted by CONTRACTOR and/or COUNTY staff.

20 25. CONTRACTOR shall not engage in, or permit any of its employees or subcontractor, to
21 conduct research activity on COUNTY Clients without obtaining prior written authorization from
22 ADMINISTRATOR.

23 26. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
24 sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the
25 terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not
26 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
27 institution, or religious belief.

1 **D. INDIVIDUAL SERVICES AND SUPPORT FUNDS - FLEXIBLE FUNDS**

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

4
5 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
6 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
7 CONTRACTOR's monthly Expenditure and Revenue Report;

8
9 3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds and
10 submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.
11 ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than
12 thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after
13 thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be
14 disallowed by ADMINISTRATOR;

15
16 4. CONTRACTOR shall ensure that all staff are trained, and have a clear understanding of the
17 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
18 Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

19
20 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

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

25
26 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
27 expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This
28 may include procedures for check requests/petty cash, or other methods of access to these funds;

29
30 c. Identification of the process for documenting and accounting for all Flexible Funds
31 expenditures, which shall include, but not be limited to, retention of comprehensible source
32 documentation such as receipts, copy of Client's lease/rental agreements, general ledgers, and needs
33 documented in Client's treatment plans;

34
35 d. Statement indicating that Flexible Funds may be utilized when other community
36 resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in
37 a timely manner, or are not appropriate for a Client's situation. CONTRACTOR will assist Clients in

1 exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

2 e. Emergency housing such as a motel shall be on a case-by-case basis, and only after
3 consultation with ADMINISTRATOR, and shall be time-limited in nature, and utilized while more
4 appropriate housing is being located.

5
6 f. Flexible Funds may be used for housing for Clients that have been enrolled in
7 CONTRACTOR's program, approved in advance and in writing, by ADMINISTRATOR. Housing
8 placements utilizing flexible funds shall be authorized for thirty (30) days at a time unless otherwise
9 specified in writing by ADMINISTRATOR. Flexible Funds shall not be used for housing for Clients
10 that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing,
11 by ADMINISTRATOR.

12
13 g. Flexible Funds may also be used for rental assistance and security deposits on a case-
14 by-case basis, approved in advance and in writing by ADMINISTRATOR.

15
16 h. No single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior
17 written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the
18 \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of
19 such an expense. Said notification shall include total costs and a justification for the expense. Failure to
20 notify ADMINISTRATOR within the specified timeframe may result in disallowance of the
21 expenditure;

22
23 i. Statement that pre-purchases shall only be for food, transportation, and clothing, as
24 required and appropriate;

25
26 j. Statement indicating that pre-purchases of food, transportation, and clothing vouchers
27 and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all
28 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
29 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
30 twenty-five (\$25) each;

31
32 k. Statement indicating that Flexible Funds shall not be given in the form of cash to any
33 Clients either enrolled or in the engagement phase of the CONTRACTOR's program; and

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

1 E. PERFORMANCE GOALS - CONTRACTOR shall, during the term of the Agreement, be
 2 required to achieve Performance Goals, and track and report Performance Goal statistics in monthly
 3 programmatic reports, as identified below and in the Performance Outcomes of the Exhibit D of the
 4 Agreement

5
 6 1. Enhance successful re-entry by increasing the number of individuals receiving peer
 7 engagement and assistance with basic needs at release, and daytime services at the CSRC.

8
 9 2. Reduce homelessness among individuals re-entering the community after incarceration by
 10 expanding access to emergency, short-term, and permanent housing for justice-involved individuals
 11 with substance use disorders and/or co-occurring mental health disorders.

12
 13 3. Reduce risk of recidivism by expanding access to and provision of community-based, re-
 14 entry-focused SUD and mental health/co-occurring services by providing SUD treatment coordination,
 15 peer navigation, and support to improve participant in SUD treatment.

16 F. CLIENT DEMOGRAPHICS AND STATISTICS – On a monthly basis, CONTRACTOR shall,
 17 at a minimum, track and monitor the following:

18
 19 1. The total number of Clients referred to, and enrolled in CSRC Services.

20
 21 2. The total number of duplicated and unduplicated Clients served, and the number of contacts
 22 provided to each Client.

23
 24 3. The total number and type of services provided and the length of stay for each Client in the
 25 program.

26
 27 4. The total number of successful Client linkages to recommended services.

28
 29 5. The total number of Clients placed in temporary housing environments, including, but not
 30 limited to: sober living, permanent supportive housing, or other housing arrangements.

31
 32 CONTRACTOR shall identify the name and location of each facility where Clients have been placed,
 33 and indicate the anticipated length of stay in those housing placements.

34
 35 6. The total number of groups provided per week and how many Clients attended each group.

36
 37 7. The total number of activities provided on and off site for the month as well as number of
 Clients who attended.

8. CONTRACTOR shall also monitor and track demographic and other encounter information
 which includes but is not limited to:

1 a. Date of Service

2 b. Client name or Client identifier

3 c. Age/Date of birth

4 d. Race

5 e. Ethnicity

6 f. Gender

7 g. Lesbian/Gay/Bisexual/Transgender/Questioning

8 h. Language spoken

9 i. Military status

10 j. Referring agency or individual and recommended services

11 k. Client enrollment status in BHS services at onset of CSRC services

12 l. Client enrollment status in BHS services at conclusion of CSRC services

13 m. Additional community services offered to Clients.

14 9. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing
15 demographics and statistics.

16 G. INDEPENDENT EVALUATOR

17 1. CONTRACTOR shall work with an independent program evaluator, contracted by
18 COUNTY, for the purpose of developing and reporting on specific performance objectives identified by
19 COUNTY. The independent evaluator will establish performance objective benchmarks within the first
20 six months of the program.

21 2. The independent evaluator will conduct a process and outcome evaluation of Proposition 47
22 services provided under this Agreement. The process evaluation will determine the extent to which
23 CSRC services under this Agreement are being implemented as intended, whether progress is being
24 made towards program objectives and expectations, and whether services are being provided with
25 fidelity to program models. This will include the degree of success in engaging the target population,
26 Client satisfaction with services, and Client and provider perspectives on successes and challenges. This
27 evaluation will help to identify barriers and solutions for successful implementation.

3. The process evaluation will primarily utilize qualitative data gathered by the evaluator during bi-annual site visits using a combination of interviews, focus groups, and surveys with Clients and service Providers. Program materials and processes will be reviewed during site visits. Overall findings will be summarized, along with findings for each program component. Annual analyses will determine whether greater success is achieved over time in program implementation, fidelity, engagement of Clients, Client satisfaction, and other process measures.

4. The outcome evaluation is to determine if the program achieved its goals. The program goals under this Agreement are to enhance successful community re-entry, via jail in-reach, engagement, and linkage to services upon release from custody; and to expand the continuum of community-based post-release services for offenders with low criminogenic risk to include intensive case management, treatment, housing, transportation, employment, and other supportive services.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Attachment D to the Agreement.

VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs for Period Four funded partially through Cohort 1, one (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATIVE	FTE
Executive Director	0.10
SUBTOTAL ADMINISTRATIVE FTE	0.10
PROGRAM	
Associate Executive Director	0.80
Program Manager	1.00
Director of Operations	0.75
Director of Programs	0.70
Case Manager (3) & Housing Case Manager (1)	4.00

1	Housing Coordinator	1.00
2	Clinician	1.00
3		
4	Program Clinician Coordinator	1.00
5	Operations Coordinator	0.20
6		
7	Substance Use Counselor (2)	2.00
8	Peer Navigator (6) & Peer Navigator	
9	Coordinator (1)	7.00
10		
11	Data Analyst	0.50
12		
13	Lead Data Analyst	0.80
14	Accounting Manager	0.80
15		
16	Administrative Assistant	1.00
17	SUBTOTAL PROGRAM FTEs	22.65
18		
19		
20	TOTAL FTEs	22.65
21		

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

28 C. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including
 29 work, education and lived experience requirements that meet the level of expertise needed to perform
 30 required duties. Documentation may include, but not be limited to, the following: records attesting to
 31 efforts made in recruitment and hiring practices and identification of measures taken to enhance
 32 accessibility for potential staff in these categories.

34 D. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire and
 35 prior to providing any services to Clients, on serious and persistent mental illness, substance use
 36 disorders, psychotropic medications and their effects, the principles of trauma-informed care, and
 37

1 motivational interviewing.

2 E. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation
3 with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective
4 management of program staff and resources.
5

6 F. Program Director roles and responsibilities shall include, but not be limited to:

7 1. Maintain ongoing communication with Clients on their needs in order to support and
8 promote their successful re-entry into the mainstream community upon release from custody;
9

10 2. Research, evaluate, and implement the most current best practices as they relate to this level
11 of recovery and independence, including continued progress towards achieving positive outcomes;
12

13 3. Submittal of monthly financial and programmatic reports, and demographics and
14 performance objective data to ADMINISTRATOR with verification that data is correct and accurate;
15

16 4. Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed
17 annually and revised as needed.

18 5. Fiscal and programmatic management of the CSRC Services operating budget;

19 6. Development and coordination of in-service training of staff, both initially and ongoing, on
20 topics related to recovery-based, re-entry supportive services. A training schedule with topics and target
21 dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of
22 each fiscal year of the Agreement term; and
23

24 7. Maintain ongoing communication with ADMINISTRATOR in regards to program
25 operations and issues.
26

27 G. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
28 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
29 and place it in their personnel files.
30

31 H. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.
32

33 I. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
34 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
35 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.
36

37 J. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold

1 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
2 Any staff vacancies occurring at a time when bilingual and bicultural composition of the program
3 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
4 ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-
5 bilingual and bicultural staff. Salary savings resulting from such vacant positions may not be used to
6 cover costs other than salaries and employees benefits unless otherwise authorized in advance and in
7 writing, by ADMINISTRATOR.
8

9 K. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
10 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
11 shall maintain documents of such efforts which may include; but not be limited to: records of
12 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
13 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
14 enhance accessibility for, and sensitivity to, individuals who are physically challenged.
15

16 L. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
17 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified
18 in the respective job descriptions or work contracts.
19

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

25 N. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
26 any staffing vacancies that occur during the term of the Agreement.
27

28 O. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
29 Staffing Paragraph of this Attachment D to the Agreement
30
31
32
33
34
35
36
37