

1 CONTRACT FOR PROVISION OF
 2 ADULT CRISIS RESIDENTIAL SERVICES IRVINE CAMPUS
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 7 COASTAL STAR BEHAVIORAL HEALTH
 8 JULY 1, 2025 THROUGH JUNE 30, 2028
 9

10 THIS CONTRACT entered into this 1st day of July, 2025 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and STARS
 12 BEHAVIORAL HEALTH GROUP, INC., DBA COASTAL STAR BEHAVIORAL HEALTH, a
 13 California for-profit corporation, (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
 14 referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered
 15 by the Director of the COUNTY’s Health Care Agency or an authorized designee
 16 (“ADMINISTRATOR”).

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 18 **W I T N E S S E T H:**
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20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Crisis
 21 Residential Services Irvine Campus described herein to the residents of Orange County; and

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

24 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 25 herein, COUNTY and CONTRACTOR do hereby agree as follows:
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2025 through June 30, 2028

Period One means the period from July 1, 2025 through June 30, 2026

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

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

Amount Not to Exceed: \$10,586,382

Period One Amount Not to Exceed: \$ 3,528,794

Period Two Amount Not to Exceed: \$ 3,528,794

Period Three Amount Not to Exceed: \$ 3,528,794

TOTAL AMOUNT NOT TO EXCEED: \$ 10,586,382

Basis for Reimbursement: Fee for Service/Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: HD2QCL2LDRG3

CONTRACTOR TAX ID Number: 94-3299940

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: Stars Behavioral Health Group, Inc.,
DBA Coastal Star Behavioral Health
1501 Hughes Way, Suite 150
Long Beach, CA 90810
Kent Dunlap, President & Chief Executive Officer
kdunlap@starsinc.com

I. ACRONYMS

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

- 1 A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment
- 2 B. AIDS Acquired Immune Deficiency Syndrome
- 3 C. ARRA American Recovery and Reinvestment Act of 2009
- 4 D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- 5 E. ASI Addiction Severity Index
- 6 F. ASRS Alcohol and Drug Programs Reporting System
- 7 G. BHS Behavioral Health Services
- 8 H. CalOMS California Outcomes Measurement System
- 9 I. CalWORKs California Work Opportunity and Responsibility for Kids
- 10 J. CAP Corrective Action Plan
- 11 K. CCC California Civil Code
- 12 L. CCR California Code of Regulations
- 13 M. CESI Client Evaluation of Self at Intake
- 14 N. CEST Client Evaluation of Self and Treatment
- 15 O. CFDA Catalog of Federal Domestic Assistance
- 16 P. CFR Code of Federal Regulations
- 17 Q. CHPP COUNTY HIPAA Policies and Procedures
- 18 R. CHS Correctional Health Services
- 19 S. COI Certificate of Insurance
- 20 T. CPA Certified Public Accountant
- 21 U. CSW Clinical Social Worker
- 22 V. DHCS California Department of Health Care Services
- 23 W. D/MC Drug/Medi-Cal
- 24 X. DPFS Drug Program Fiscal Systems
- 25 Y. DRS Designated Record Set
- 26 Z. EEOC Equal Employment Opportunity Commission
- 27 AA. EHR Electronic Health Records
- 28 AB. EOC Equal Opportunity Clause
- 29 AC. ePHI Electronic Protected Health Information
- 30 AD. EPSDT Early and Periodic Screening, Diagnosis, and Treatment
- 31 AE. FFS Fee For Service
- 32 AF. FSP Full Service Partnership
- 33 AG. FTE Full Time Equivalent

1	AH. GAAP	Generally Accepted Accounting Principles
2	AI. HCA	County of Orange Health Care Agency
3	AJ. HHS	Federal Health and Human Services Agency
4	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
5		Law 104-191
6	AL. HITECH	Health Information Technology for Economic and Clinical Health
7		Act, Public Law 111-005
8	AM. HIV	Human Immunodeficiency Virus
9	AN. HSC	California Health and Safety Code
10	AO. IRIS	Integrated Records and Information System
11	AP. ITC	Indigent Trauma Care
12	AQ. LCSW	Licensed Clinical Social Worker
13	AR. MAT	Medication Assisted Treatment
14	AS. MFT	Marriage and Family Therapist
15	AT. MH	Mental Health
16	AU. MHP	Mental Health Plan
17	AV. MHS	Mental Health Specialist
18	AW. MHSA	Mental Health Services Act
19	AX. MSN	Medical Safety Net
20	AY. NIH	National Institutes of Health
21	AZ. NPI	National Provider Identifier
22	BA. NPPES	National Plan and Provider Enumeration System
23	BB. OCR	Federal Office for Civil Rights
24	BC. OIG	Federal Office of Inspector General
25	BD. OMB	Federal Office of Management and Budget
26	BE. OPM	Federal Office of Personnel Management
27	BF. P&P	Policy and Procedure
28	BG. PA DSS	Payment Application Data Security Standard
29	BH. PATH	Projects for Assistance in Transition from Homelessness
30	BI. PC	California Penal Code
31	BJ. PCI DSS	Payment Card Industry Data Security Standards
32	BK. PCS	Post-Release Community Supervision
33	BL. PHI	Protected Health Information
34	BM. PII	Personally Identifiable Information
35	BN. PRA	California Public Records Act
36	BO. PSC	Professional Services Contract System
37		

1	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
2	BQ. SIR	Self-Insured Retention
3	BR. SMA	Statewide Maximum Allowable (rate)
4	BS. SOW	Scope of Work
5	BT. SUD	Substance Use Disorder
6	BU. UMDAP	Uniform Method of Determining Ability to Pay
7	BV. UOS	Units of Service
8	BW. USC	United States Code
9	BX. WIC	Women, Infants and Children

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II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract 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 Contract, which has been formally approved and executed by both Parties.

III. AMOUNT NOT TO EXCEED

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

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

IV. ASSIGNMENT OF DEBTS

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

V. 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 has 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

1 by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to this Contract.

2 These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own Compliance Program to
 11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR’s Compliance
 12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
 13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will
 14 internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.
 15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
 16 ADMINISTRATOR’s annual compliance training to ensure proper compliance.

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

29 5. Upon written confirmation from ADMINISTRATOR’s compliance officer that
 30 CONTRACTOR’s compliance program, code of conduct and any compliance related policies and
 31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 32 relative to this Contract are made aware of CONTRACTOR’s compliance program, code of conduct,
 33 related policies and procedures and contact information for ADMINISTRATOR’s Compliance Program.

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 35 retained to provide services related to this Contract monthly to ensure that they are not designated as
 36 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services
 37

1 Administration's Excluded Parties List System or System for Award Management, the Health and Human
2 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal
3 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of
4 employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

18 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
19 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
20 Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 6. CONTRACTOR shall meet the HCA Quality Assessment and Performance Improvement
20 Standards established by Quality Management Services (QMS) and participate in the quality improvement
21 activities developed in the implementation of the DMC-ODS /// MHP Quality Management Program.

22 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
23 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
24 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
25 §1810.410.subds.(c)-(d).

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

32
33 **VI. CONFIDENTIALITY**

34 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio
35 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,
36 as they now exist or may hereafter be amended or changed.
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2 **VIII. COST RECONCILIATION REPORT**

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

5 1. As indicated in Exhibit A, Section III. Payments, the Cost Reconciliation Report for Start-up
6 Costs shall be reported with actual costs. CONTRACTOR shall prepare the Cost Reconciliation Report
7 in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
8 Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and
9 between programs, cost centers, services, and funding sources in accordance with such requirements and
10 consistent with prudent business practice, which costs and allocations shall be supported by source
11 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
12 reasonable notice.

13 2. As indicated in Exhibit A, Section III Payments, Medi-Cal Reimbursement Rates, the Cost
14 Reconciliation Report shall be for approved units of service. Costs of Medi-Cal services shall not exceed
15 the negotiated rate as specified in this Contract. CONTRACTOR shall prepare the Cost Reconciliation
16 Report in accordance with all applicable federal, state and COUNTY requirements, and the Special
17 Provisions Paragraph of this Contract.

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

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

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

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

32 5. In the event that CONTRACTOR does not submit an accurate and complete Cost
33 Reconciliation Report within one hundred and eighty (180) calendar days following the termination of
34 this Contract, and CONTRACTOR has not entered into a subsequent or new contract for any other
35 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
36 Contract shall be immediately reimbursed to COUNTY.
37

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

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

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

22 E. If the Cost Reconciliation Report indicates the actual and reimbursable costs or approved units of
 23 service provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the
 24 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
 25 difference, provided such payment does not exceed the Total Amount Not to Exceed of COUNTY.

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

28
 29 "I HEREBY CERTIFY that I have executed the accompanying Cost Reconciliation
 30 Report and supporting documentation prepared by _____ for the cost
 31 reconciliation report period beginning _____ and ending _____ and that,
 32 to the best of my knowledge and belief, costs reimbursed through this Contract are
 33 reasonable and allowable and directly or indirectly related to the services provided and
 34 that this Cost Reconciliation Report is a true, correct, and complete statement from the
 35 books and records of (provider name) in accordance with applicable instructions,
 36 except as noted. I also hereby certify that I have the authority to execute the
 37

1 accompanying Cost Reconciliation Report.

2

3 Signed _____

4 Name _____

5 Title _____

6 Date _____”

7

8 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

9 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

33

34 **X. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

35 A. No performance of this Contract or any portion thereof may be subcontracted or otherwise
36 delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent
37

1 of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this
2 Contract without the prior express written consent of COUNTY shall be invalid and shall constitute a
3 material breach of this Contract, and any attempted assignment or delegation in derogation of this
4 paragraph shall be void. In the event that CONTRACTOR is authorized by COUNTY to subcontract, this
5 Contract shall take precedence over the terms of the contract between CONTRACTOR and subcontractor,
6 and any contract between CONTRACTOR and a subcontractor shall incorporate by reference the terms
7 of this Contract. CONTRACTOR shall remain responsible for the performance of this Contract and
8 indemnification of COUNTY notwithstanding COUNTY's consent to CONTRACTOR's request for
9 approval of a subcontractor. Under no circumstances shall COUNTY be required to directly monitor the
10 performance of any subcontractor. All work performed by a subcontractor must be monitored by
11 CONTRACTOR and must meet the approval of the County of Orange pursuant to the terms of this
12 Contract.

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

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

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

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

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

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

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

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

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

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

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

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

28 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
29 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
30 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
31 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
32 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
33 or during the period of Contract performance. While CONTRACTOR must provide this information
34 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of
35 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in
36 these areas whenever requested by COUNTY.
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XI. DISPUTE RESOLUTION

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

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

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

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

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

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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

3 4 **XIII. EQUIPMENT**

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

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

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

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

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

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

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

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

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 7 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

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

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 20 **XV. INDEMNIFICATION AND INSURANCE**

21 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 22 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 23 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
 24 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
 25 including but not limited to personal injury or property damage, arising from or related to the services,
 26 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
 27 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 28 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 29 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
 30 a jury apportionment.

31 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required
 32 insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy
 33 COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees
 34 to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the
 35 COUNTY during the entire term of this Contract.

36 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 37 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an

1 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 2 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 3 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
 4 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
 5 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
 6 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
 7 representative(s) at any reasonable time.

8 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs
 9 in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the
 10 COUNTY’s Risk Manager, or designee. COUNTY reserves the right to require current audited financial
 11 reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify
 12 COUNTY for any and all claims resulting or arising from CONTRACTOR’S services in accordance with
 13 the indemnity provision stated in this Contract.

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

16 F. QUALIFIED INSURER

17 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
 18 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
 19 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

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

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

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H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
 - b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
 - b. A primary and non-contributing endorsement evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents***

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

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

6 L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any
7 policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is
8 due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to
9 provide written notice of cancellation may constitute a material breach of the Contract, upon which
10 COUNTY may suspend or terminate this Contract.

11 M. If CONTRACTOR's Professional Liability, Sexual Misconduct Liability, and/or Network
12 Security & Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the
13 following:

- 14 1. The retroactive date must be shown and must be before the date of the Contract or the
15 beginning of the contract services.
- 16 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
17 (3) years after expiration or earlier termination of the Contract.
- 18 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
19 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR
20 must purchase an extended reporting period for a minimum of three (3) years after expiration
21 of earlier termination of the Contract.

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

24 O. Insurance certificates should be forwarded to the department address listed in the Referenced
25 Contract Provisions of this Contract.

26 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
27 calendar days of notification, this Contract may be in breach without further notice to CONTRACTOR,
28 and COUNTY shall be entitled to all legal remedies.

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

33 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
34 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY
35 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
36 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
37 remedies.

1 S. The procuring of such required policy or policies of insurance shall not be construed to limit
2 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
3 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
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5 **XVI. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

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

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 8 **XVII. LICENSES AND LAWS**

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

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

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

- 1 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 2 19. Policies and procedures set forth in Mental Health Services Act.
- 3 20. Policies and procedures set forth in DHCS Letters.
- 4 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 5 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
- 6 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 7 23. 42 CFR, Section 438, Managed Care Regulations.
- 8 24. Title 22, CCR, §51009, Confidentiality of Records.
- 9 25. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 10 25. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 11 26. D/MC Billing Manual (March 23, 2010).
- 12 27. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 13 28. State of California-Health and Human Services Agency, Department of Health Care Services,
- 14 MHSD, Medi-Cal Billing Manual, October 2013.
- 15 29. Orange County Medi-Cal Mental Health Managed Care Plan.
- 16 30. 42 CFR, Section 438, Managed Care Regulations
- 17 31. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 18 Management.
- 19 32. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
- 20 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,
- 21 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

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

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

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

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

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

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 8 **XIX. MINIMUM WAGE LAWS**

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

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

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

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 24 **XX. NONDISCRIMINATION**

25 **A. EMPLOYMENT**

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

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

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

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

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

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

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

- 34 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 35 2. Providing any service or benefit to a Client which is different or is provided in a different
 36 manner or at a different time from that provided to other Clients.

1 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 2 others receiving any service and/or benefit.

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

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

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

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

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

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

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

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

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

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

4
 5 **XXI. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25
 26 **XXII. NOTIFICATION OF DEATH**

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

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

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

35 2. WRITTEN NOTIFICATION

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

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

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

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

13
 14 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

22
 23 **XXIV. PATIENT’S RIGHTS**

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

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

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

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

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

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

7
8 **XXV. PAYMENT CARD COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25 1. The medical records and billing records about individuals maintained by or for a covered
 26 health care provider;
- 27 2. The enrollment, payment, claims adjudication, and case or medical management record
 28 systems maintained by or for a health plan; or
- 29 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 33 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
 34 or site visit.
- 35 2. Provide auditor or other authorized individuals access to documents via a computer terminal.

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

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

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

10
 11 **XXVII. RESEARCH AND PUBLICATION**

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

15
 16 **XXVIII. REVENUE**

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

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

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

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

35
 36 **XXIX. SEVERABILITY**

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

6
7 **XXX. SPECIAL PROVISIONS**

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

- 10 1. Making cash payments to intended recipients of services through this Contract.
 - 11 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
12 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
13 of appropriated funds to influence certain federal contracting and financial transactions).
 - 14 3. Fundraising.
 - 15 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
16 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
17 Directors or governing body.
 - 18 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
19 for expenses or services.
 - 20 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
21 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
22 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
 - 23 7. Paying an individual salary or compensation for services at a rate in excess of the current
24 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
25 may be found at www.opm.gov.
 - 26 8. Severance pay for separating employees.
 - 27 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
28 codes and obtaining all necessary building permits for any associated construction.
 - 29 10. Purchasing or improving land, including constructing or permanently improving any building
30 or facility, except for tenant improvements.
 - 31 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
32 (matching).
 - 33 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
 - 34 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
35 alcohol.
- 36
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1 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
2 Controlled Substance Act (21 USC 812).

3 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
4 injection of any illegal drug.

5 16. Assisting, promoting, or deterring union organizing.

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

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

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

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

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

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

15 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
16 CONTRACTOR’s Clients.

17
18 **XXXI. STATUS OF CONTRACTOR**

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

30
31 **XXXII. TERM**

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

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

5
 6 **XXXIII. TERMINATION**

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

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

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

29 **C. CONTINGENT FUNDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXXV. WAIVER OF DEFAULT OR BREACH

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

SIGNATURE PAGE

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

STARS BEHAVIORAL HEALTH GROUP, INC., DBA COASTAL STAR BEHAVIORAL HEALTH

DocuSigned by:
BY: *Kent Dunlap* DATED: 4/22/2025
335DB7F9B291446...

TITLE: President and Chief Executive Officer

COUNTY OF ORANGE

BY: _____ DATED: _____
PURCHASING AGENT/DESIGNEE

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Signed by:
BY: *Brittany McLean* DATED: 4/22/2025
71CFE638662E411...
DEPUTY

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

1 EXHIBIT A
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES IRVINE CAMPUS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 JULY 1, 2025 THROUGH JUNE 30, 2028

10
11 **I. COMMON TERMS AND DEFINITIONS**

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

14 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion
15 of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services
16 at a level and frequency and duration that is consistent with each Client’s level of impairment and
17 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 IRIS.

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

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

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

33 b. Promising Practices means that experts believe the practice is likely to be raised to the
34 next level when scientific studies can be conducted and is supported by some body of evidence,
35 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
36 bodies of advocacy organizations and finally, produces specific outcomes.
37

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

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

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

15 8. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response
 16 services to any adult who has a mental health emergency. This program assists law enforcement, social
 17 service agencies, and families in providing crisis intervention services for individuals who are in mental
 18 health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary
 19 hospitalizations as necessary, and provides case management, linkage and follow up services for
 20 individuals evaluated.

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

24 10. Client or Individual means an individual, referred by COUNTY or enrolled in
 25 CONTRACTOR's program for services under the Contract, who is living with a serious and persistent
 26 mental illness.

27 11. Clinical Director means an individual who meets the minimum requirements set forth in Title
 28 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health
 29 setting.

30 12. Crisis Stabilization Unit (CSU) means a mental health crisis stabilization program that
 31 operates twenty-four (24) hours a day that serves Orange County clients, aged eighteen (18) and older,
 32 who are experiencing a mental health crisis that cannot wait until a regularly scheduled appointment.
 33 Crisis Stabilization services include psychiatric evaluations, nursing assessments, consultations with
 34 significant others and outpatient providers, individual and family education, crisis intervention services,
 35 counseling/therapy services provided by a Licensed Clinical Social Worker or Marriage Family Therapist,
 36 basic medical services, medication services, and referrals and linkages to the appropriate level of
 37

1 continuing care and community services, including Peer Mentoring services. As a designated outpatient
2 facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-
3 nine (59) minutes. The primary goal of the CSU is to help stabilize the crises and begin treating individuals
4 in order to refer them to the most appropriate, least restrictive non-hospital setting when indicated or to
5 facilitate admission to psychiatric inpatient units when the need for this level of care is present.

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

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

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

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

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

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

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

31 15. 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 16. 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,
37

1 medication support and a crisis intervention service to any Client open in IRIS, which includes both
 2 billable and non-billable services.

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

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

8 19. FSP

9 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 BHSA and which includes Clients being a full
 11 partner in the development and implementation of their treatment plan. An FSP is an evidence-based and
 12 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
 13 will be established including the Client, Psychiatrist, and PC. Whenever possible, these multi-disciplinary
 14 teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer
 15 specialist, and family members. The ideal Client to staff ratio will be in the range of fifteen to twenty (15
 16 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not
 17 be limited to, the following:

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

35 b. Client services are focused on Recovery and harm reduction to encourage the highest
 36 level of Client empowerment and independence achievable. PC’s will meet with the Client in their current
 37

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

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

12 20. 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 accordance
 14 with the minimal housing standards policy set by COUNTY for their program. This individual is also
 15 responsible for assisting Clients with applications to low-income housing, housing subsidies, senior
 16 housing, etc.

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

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

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

32 25. Job Coach/Developer 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
 37

1 26. Linkage means when a Client has attended at least one appointment or made one visit to the
2 identified program or service to which the Client has received a referral or to which they have self-referred.

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

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

9 29. Mental Health Specialist means an individual who has a Bachelor’s degree and four years of
10 experience in a mental health setting and who performs individual and group case management studies.

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

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

16 a. Assessment means a service activity, which may include a clinical analysis of the history
17 and current status of a beneficiary’s mental health or emotional disorder, relevant cultural issues and
18 history, Diagnosis and the use of testing procedures.

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

22 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
23 programs, Clients receive combined treatment for mental health and substance use disorders from the
24 same practitioner or treatment team.

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

28 e. 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 health disorders. These services also include evaluation and documentation of the
32 clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and
33 response 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 f. 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

1 | leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
 2 | medication education.

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

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

12 | 32. Mental Health Worker means an individual that assists in planning, developing and evaluating
 13 | mental health services for Clients; provides liaison between Clients and service providers; and has
 14 | obtained a Bachelor’s degree in a mental health science field such as psychology, counseling, or social
 15 | work, or has two years of experience providing Client related services to Individuals experiencing mental
 16 | health, drug abuse or alcohol disorders. Education in a mental health science field such as psychology,
 17 | counseling, or social work may be substituted for up to one year of the experience requirement.

18 | 33. BHSA means Behavioral Health Services Act and refers to the law that provides funding for
 19 | expanded community Behavioral Health Services. It is also known as “Proposition 1.”

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

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

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

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

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

8 39. Peer Support Specialist/Counselor means an individual who has been through the same or
9 similar recovery process as those he/she is now assisting to attain their recovery goals while being paid
10 for this function by the program. A Peer Support Specialist practice is informed by his/her own experience.

11 40. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to
12 create a mental health and law enforcement response team. While the primary purpose of the partnership
13 is to assist individuals in mental health crisis in accessing mental health services, the PERT team also
14 educates police on mental health issues and provides them with the tools necessary to more effectively
15 assist individuals in mental health crises. PERT provides a mental health trained clinician to ride along
16 with a police officer in order to provide a prompt response and assessment to individuals in mental health
17 crises and provide them with the appropriate care and linkages to other resources as required in a dignified
18 manner.

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

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

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

34 44. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
35 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS as
36
37

1 an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to
 2 regulations adopted by the BBS).

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

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

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

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

19 49. Psychiatrist means an individual who meets the minimum professional and licensure
 20 requirements set forth in Title 9, CCR, Section 623.

21 50. Psychologist means an individual who meets the minimum professional and licensure
 22 requirements set forth in Title 9, CCR, Section 624.

23 51. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
 24 to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and
 25 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 26 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
 27 clinical care of the cases.

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

- 31 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
- 32 emotionally healthy way;
- 33 b. Home: A stable and safe place to live;
- 34 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
- 35 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
- 36 and
- 37

1 d. Community: Relationships and social networks that provide support, friendship, love,
2 and hope.

3 53. Referral means the process of sending a Client from one service provider to another service
4 provider for health care, behavioral health services, and/or other support services, by electronic
5 transmission, in writing or verbally, regardless of Linkage status with follow-up to be provided within
6 five (5) working days to assure that the Client has made contact with the referred service.

7 54. Supportive Housing PC means a person who provides services in a supportive housing
8 structure. This person coordinates activities that include, but are not limited to: independent living skills,
9 social activities, supporting communal living, assisting Clients with conflict resolution, advocacy, and
10 linking Clients with the assigned PC for clinical issues. Supportive Housing PC consults with the
11 multidisciplinary team of Consumers assigned by the program. The PC’s are active
12 in supporting and implementing a full-service partnership philosophy and its individualized, strengths-
13 based, culturally appropriate, and Client-centered approach.

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

18 56. Soft Token means the security access process which allows an individual user to access
19 COUNTY’s computer-based IRIS.

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

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

29 59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for
30 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and
31 quality of life.

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

34
35 **II. BUDGET**

36 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit
37

A to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
START UP COSTS			
ADMINISTRATIVE COST			
Salaries	\$ 10,045	N/A	N/A
Benefits	\$ 2,191	N/A	N/A
Indirect Costs	<u>\$ 45,700</u>	N/A	N/A
SUBTOTAL	\$ 57,936	N/A	N/A
ADMINISTRATIVE COST			
PROGRAM COSTS			
Salaries	\$ 179,580	N/A	N/A
Benefits	\$ 39,166	N/A	N/A
Services and Supplies	<u>\$ 256,810</u>	N/A	N/A
SUBTOTAL PROGRAM COST	\$ 475,556	N/A	N/A
		N/A	N/A
GROSS START UP COST	\$ 533,492	N/A	N/A
REVENUE			
Medi-Cal Revenue	\$ 2,995,302	\$ 3,528,794	\$ 3,528,794
BHSA/MHSA	<u>533,492</u>	<u>N/A</u>	<u>N/A</u>
TOTAL REVENUE	\$ 3,528,794	\$ 3,528,794	\$ 3,528,794
TOTAL AMOUNT NOT TO EXCEED		\$ 3,528,794	\$ 3,528,794

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

C. CONTRACTOR may utilize Operating Expenses upon prior written review and approval by ADMINISTRATOR.

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

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

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

22
 23 **III. PAYMENTS**

24 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
 25 pursuant to the Contract, COUNTY shall pay CONTRACTOR at the following rates of reimbursement;
 26 provided, however, the total of all payments to CONTRACTOR under this Contract shall not exceed
 27 COUNTY's Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of the
 28 Contract; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable
 29 COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services
 30 due to non-compliance with licensure and/or certification standards of the state or COUNTY,
 31 ADMINISTRATOR may elect to reduce COUNTY's Total Amount Not to Exceed proportionate to the
 32 length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure
 33 compliance with all Medi-Cal billing and documentation requirements when entering Units of Service
 34 (UOS) into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment
 35 associated with non-compliant billing practices or non-compliant licensure and/or certification. If
 36
 37

1 Corrective Action Plans (CAP) are not completed within timeframes as determined by
 2 ADMINISTRATOR, payments may be reduced accordingly.

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

6 2. CONTRACTOR shall submit appropriate Medi-Cal billing invoices to ADMINISTRATOR
 7 on a monthly basis. The monthly invoice(s) shall match what CONTRACTOR has entered into IRIS at
 8 the time of invoice submission. Supplemental invoice(s) can be submitted if CONTRACTOR has services
 9 not yet entered into IRIS at time of original submission. It is CONTRACTOR’s responsibility to ensure
 10 the monthly Medi-Cal billing invoice UOS that CONTRACTOR provided to ADMINISTRATOR for
 11 submission to the State Medi-Cal unit matches the UOS that CONTRACTOR entered into COUNTY
 12 IRIS system. If, at any time, CONTRACTOR’s IRIS UOS, does not match the monthly Medi-Cal billing
 13 invoice UOS, ADMINISTRATOR, will review with CONTRACTOR, and may hold the Medi-Cal billing
 14 invoice for processing until a corrected invoice is received with matching UOS.

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

Medi-Cal Reimbursement Rates	
Provider Type	Contractor Baseline Rate per B Minute
Licensed Physician	\$8.33
Clinical Nurse Specialist	\$6.67
Nurse Practitioner	\$6.67
Registered Pharmacist	\$6.67
Physician Assistant	\$5.83
Registered Nurse	\$5.58
Psychologist (Licensed or Waivered)	\$5.42
Occupational Therapist	\$5.00
LCSW (Licensed, Waivered or Registered)	\$4.75
MFT/LPCC	\$4.75
Certified AOD Counselor	\$3.92
Licensed Vocational Nurse	\$3.83
Peer Support Specialists	\$3.67
Mental Health Rehabilitation Specialist	\$3.33

Other Qualified Practitioner	\$3.33
Licensed Psychiatric Technician	\$3.33
Medical Assistant	\$2.50
Other Service Types	
Medication Services (Initial Med. Eval, Medication, Med. Education, Observation of self-administration)	Rate per minute/ rate per hour
Rate by Medical Doctor (MD)	\$8.33/minute, \$499.80/hour
Rate by Licensed Vocational Nurse (LVN)	\$3.83/minute, \$229.80/hour
Other	
Bed Day Rate	\$775.00/day
Start-up Costs (reimbursable through October 31, 2025)	Actual Cost

B. PAYMENT METHOD

1. Reimbursement Rates: COUNTY shall pay CONTRACTOR monthly in arrears, however, the total of all payments under this Contract shall not exceed COUNTY’s Total Amount Not to Exceed. CONTRACTOR’s invoices shall be on a form approved by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form. For each Period, invoices received after the due date may not be paid in accordance with this Subparagraph II.B.

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

b. Quarterly, ADMINISTRATOR will review the approved UOS report from the State Medi-Cal unit.

1). If total amounts of approved UOS indicate more units were approved than billed, COUNTY may reimburse CONTRACTOR for additional approved UOS; however, the total of all payments to CONTRACTOR under this Contract shall not exceed COUNTY’s Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of the Contract.

2). If total amounts of approved UOS indicate fewer units were approved than billed, COUNTY shall reduce the monthly invoice amount for the month following ADMINISTRATOR’s completion of the quarterly review.

c. In conjunction with Subparagraph III.A above, CONTRACTOR shall not enter UOS into COUNTY IRIS system for services not rendered. If such information is entered, CONTRACTOR shall

1 make corrections within ten (10) calendar days from notification by ADMINISTRATOR. Additionally,
2 to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation
3 of duties between the individual performing direct services (LPHA, clinicians, counselors, etc.), and the
4 clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using
5 the chart information provided by the direct service staff.

6 2. Actual Costs: COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the
7 services, less revenues that are actually received by CONTRACTOR provided, however, that the total of
8 all payments under this Contract shall not exceed the COUNTY's Total Amount Not to Exceed. Invoices
9 are due by the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be
10 released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed
11 invoice form. For each Period, invoices received after the due date may not be paid in accordance with
12 this Subparagraph III.B.

13 a. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
14 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
15 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
16 CONTRACTOR.

17 b. Monthly payments are interim payments only, and subject to Final Settlement in
18 accordance with the Expenditure and Revenue Report.

19 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
20 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
21 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
22 receipts, receiving records, and records of services provided. This support documentation shall be made
23 available for inspection by ADMINISTRATOR upon ADMINISTRATOR's request.

24 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
25 any provision of this Contract.

26 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
27 and/or termination of this Contract.

28 F. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
29 Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements
30 within the reporting period specified by OMB Circular A-133.

31 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Payments Paragraph of this Exhibit A to the Contract.

33 **IV. REPORTS**

34 A. CONTRACTOR shall maintain records and make statistical reports as required by
35 ADMINISTRATOR and the DHCS on forms provided by either agency.
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1 B. FISCAL

2 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and
 3 Revenue Reports and UOS reports to ADMINISTRATOR. These reports shall be on a form acceptable
 4 to, or provided by, ADMINISTRATOR and shall report UOS, actual costs and revenues, if applicable, for
 5 CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract. Such
 6 reports will also include total bed days, DSH and number of Clients by program. CONTRACTOR shall
 7 submit these reports to ADMINISTRATOR by no later than the twentieth (20th) calendar day following
 8 the end of the month being reported. CONTRACTOR must request in writing any extensions to the due
 9 date of the monthly-required reports.

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

16 C. STAFFING

17 1. CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These
 18 reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum,
 19 report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract
 20 and will include the employees’ names, licensure status, monthly salary, hire and/or termination date and
 21 any other pertinent information as may be required by ADMINISTRATOR. The reports will be received
 22 by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
 23 reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
 24 than five (5) calendar days.

25 D. PROGRAMMATIC

26 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 27 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 28 ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter
 29 being reported unless otherwise specified. Programmatic reports will include the following:

30 a. On a daily basis, CONTRACTOR will report the daily census to ADMINISTRATOR and
 31 ensure that ADMINISTRATOR has a current status of open beds at all times.

32 b. On a monthly basis or as requested, CONTRACTOR shall report the following
 33 information to ADMINISTRATOR:

- 34 1) current schedule of groups and activities;
- 35 2) a description of chart compliance activities as well as the outcome of chart reviews;
- 36 3) number of admissions;

- 1 4) referral source upon admission;
- 2 5) type of funding upon admission;
- 3 6) average length of stay;
- 4 7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 5 8) average daily census;
- 6 9) number of discharges;
- 7 10) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 8 11) voluntary and involuntary hospitalizations that occur during Client’s stay or within
- 9 forty-eight (48) hours of discharge;
- 10 12) readmissions within forty-eight (48) hours and within fourteen (14) calendar days of
- 11 discharge;
- 12 13) number of individual counseling sessions and duration of sessions per month;
- 13 14) number of educational groups and the duration of each group type provided to Clients
- 14 per month;
- 15 15) number of attendees to the groups per month;
- 16 16) percentage of Clients attending groups; and
- 17 17) Description of CONTRACTOR’s progress in implementing the provisions of this

18 Contract. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the
 19 terms of this Contract, and if not, will specify what steps will be taken to achieve satisfactory progress.

20 c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives
 21 as outlined in Subparagraph IV.M. of this Exhibit A to the Contract.

22 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
 23 adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY,
 24 the Clients, and a commitment to quality services.

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

29 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
 30 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
 31 with, COUNTY as identified in ADMINISTRATOR’s P&Ps.

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

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1 G. CONTRACTOR shall provide effective Administrative management of the staffing, recording,
 2 and reporting portion of this Contract. If administrative responsibilities are delegated to subcontractors,
 3 CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform
 4 all delegated responsibilities. These responsibilities include, but not limited to, the following:

- 5 1. Designate the responsible position(s) in your organization for managing the funds allocated
 6 to this program;
- 7 2. Maximize the use of the allocated funds;
- 8 3. Ensure timely and accurate reporting of monthly expenditures;
- 9 4. Maintain appropriate staffing levels;
- 10 5. Request budget and/or staffing modifications to the Contract;
- 11 6. Effectively communicate in a proactive manner and monitor the program for its success;
- 12 7. Track and report expenditures electronically;
- 13 8. Maintain electronic and telephone communication between key staff and the Contract and
 14 Program Administrators; and
- 15 9. Act quickly to identify, report and solve problems.

16 H. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
 17 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be
 18 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
 19 harmless, and indemnify pursuant to Section XV, from any claims that arise from non-COUNTY use of
 20 said psychometrics.

21 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
 22 Paragraph of this Exhibit A to the Contract.

23
 24 **V. SERVICES**

25 **A. FACILITIES**

26 1. CONTRACTOR shall maintain a facility(ies) for the provision of Adult Crisis Residential
 27 services described herein at the following location(s), or any other location approved, in advance, in
 28 writing, by ADMINISTRATOR. The facility(ies) shall include space to support the services identified
 29 within the Contract.

30 7800 Marine Way,
 31 Irvine, CA 92618

32
 33 2. CONTRACTOR shall meet the standards of the applicable sections of:
 34 a. HSC Code 1520 et. seq;
 35 b. CCR, Title 22. Division 6, Chapter 2, Social Rehabilitation Facilities; Subchapter 1,
 36 Article 7;
 37

1 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social
2 Rehabilitation Programs;

3 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;

4 e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented
5 in 45 CFR 84.1 et seq.);

6 f. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the
7 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
8 they exist now or may be hereafter amended together with succeeding legislation.

9 3. The facility shall have a capacity of fifteen (15) beds and include adequate physical space to
10 support the services identified within the Contract.

11 4. The facility shall be open for regular admissions between the hours of 8:00 a.m. and 8:00
12 p.m. Monday through Sunday, and shall maintain the ability to accept an admission outside of these hours
13 as requested. Services to Clients in this program shall be provided on a twenty-four (24) hour, seven (7)
14 days per week, three hundred sixty-five (365) days per year basis.

15 5. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule
16 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

17 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential
18 services to individuals evaluated by and referred by COUNTY and COUNTY contractors as appropriate.
19 CONTRACTOR shall not provide walk-in evaluation and admission services unless mutually agreed
20 upon, in writing, between CONTRACTOR and ADMINISTRATOR. ADMINISTRATOR will serve
21 as the principal source to authorize admissions of individuals who meet the following criteria:

22 1. Orange County residents who are eighteen (18) years and older;

23 2. COUNTY Client referred from Adult and Older Adult Behavioral Health Services County
24 and County Contracted programs;

25 3. Diagnosed with a mental health disorder and who may have a co-occurring disorder;

26 4. In crisis and at the risk of hospitalization and could safely benefit from this level of care; and

27 5. Willing to participate fully and voluntarily in services.

28 C. ADULT CRISIS RESIDENTIAL PROGRAM – This program operates twenty-four (24) hours a
29 day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation model,
30 which is designed to enhance individuals' social connections with family or community so that they can
31 move back into the community and prevent inpatient stays. Short-term Crisis Residential Services will be
32 provided to adults who are in mental health crises and may be at risk of psychiatric hospitalization and
33 will involve families and significant others throughout the treatment episodes so that the dynamics of the
34 Clients' circumstances are improved prior to discharge. Individuals are referred from Adult and Older
35 Adult Behavioral Health Services County or County-contracted mental health providers and services will
36 be rich in collaborating with these existing providers to arrange for discharge planning, appropriate
37

1 housing placements, as needed, in addition to securing linkages to ongoing treatment providers prior to
2 discharge. Crisis Residential services provide positive, temporary alternatives for people experiencing
3 acute psychiatric episodes or intense emotional distress who might otherwise face voluntary or involuntary
4 inpatient treatment. Programs will provide crisis intervention, therapy, medication monitoring and
5 evaluation to determine the need for the type and intensity of additional services within a framework of
6 evidence based and trauma-informed approaches to recovery planning, including a rich peer support
7 component. Program will include treatment for co-occurring disorders based on either harm-reduction or
8 abstinence-based approaches to wellness and recovery, including providing a safe, smoke free, drug free,
9 accepting environment that nurtures individuals' processes of personal growth and overall wellness. The
10 programs must emphasize mastery of daily living skills and social development using strength-based
11 approaches that support recovery and wellness. The residential settings will create solid links to the
12 continuum of care with heavy emphasis on housing supports and linkages that will ease the transitions
13 into independent living and prevent recidivism. Intensive psychosocial services are provided on an
14 individual and group basis by licensed and licensed waived mental health professionals, including
15 therapy, crisis intervention, group education, assistance with self-administration of medications and case
16 management. The focus is on recovery and intensive mental health treatment, management and discharge
17 planning, linkage and reintegration into the community. The program will offer an environment where
18 Clients are supported as they look at their own life experiences, set their own paths toward recovery, and
19 work towards the fulfillment of their hopes and dreams. The Clients are expected to participate fully in
20 all program activities, including all individual sessions, groups, and recovery oriented outings.

21 1. CONTRACTOR shall operate the program in such a manner that meets or exceeds the
22 following regulations:

- 23 a. HSC 1520 et.seq;
- 24 b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;
- 25 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social
26 Rehabilitation Programs, Section 531-535; and
- 27 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.

28 2. CONTRACTOR shall provide short term crisis residential program services as follows:

- 29 a. Admission Services:
 - 30 1) CONTRACTOR shall admit individuals who have been determined to meet
31 admission criteria and shall have the Client sign an admission agreement describing the services to be
32 provided, Client rights, and the expectations of the Client regarding house rules and involvement in all
33 aspects of the program, including individual and group therapy sessions.

- 34 2) CONTRACTOR shall complete a thorough mental health assessment and psychiatric
35 evaluation within twenty-four (24) hours of admission. The psychiatrist, Nurse Practitioner or Physician's
36

1 Assistant will complete the Physician’s Report for Community Care Licensing in the first seventy-two
 2 (72) hours of admission unless this form was completed by a referring physician.

3 3) During the initial seventy-two (72) hours subsequent to admission, Clients are
 4 expected to remain on site at all times to ensure integration into the program. After this initial period,
 5 Client may be eligible for a day pass to an approved, critical activity, usually a medical doctor (MD)
 6 appointment or an appointment for housing, etc. Prior to the approved activity pass, the Client must be
 7 clinically evaluated an hour prior to departure and immediately upon returning to the facility. The Client
 8 must be clinically approved prior to leaving the facility and must be accompanied by program staff at all
 9 times. These clinical evaluations will be clearly documented in the Client’s chart.

10 4) CONTRACTOR shall be responsible for Client’s TB testing upon admission if
 11 Client has not completed the test prior to admission to the program.

12 5) CONTRACTOR shall not deny referrals if CONTRACTOR has available space and
 13 appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

14 6) CONTRACTOR and Client will together develop written treatment/service plan
 15 specifying goals and objectives, involving Client’s family and support persons as appropriate, and as
 16 aligned with a recovery focused, person-centered and directed approach within seventy-two (72) hours of
 17 admission. CONTRACTOR shall involve the Client’s family and support persons or document attempts
 18 to obtain consent until consent is obtained or the Client is discharged.

19 7) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a
 20 discharge date in concert with the Client and their family/support system. The targeted discharge date
 21 will be within twenty-one (21) calendar days after admission.

22 8) CONTRACTOR shall administer COVID testing on site and quarantine as needed
 23 in order to quickly admit Clients into services, remove barriers, and make Crisis Residential treatment
 24 available.

25 b. Therapeutic Services:

26 1) CONTRACTOR shall provide structured day and evening services seven (7) days a
 27 week which will include individual, group therapy, and community meetings amongst the Clients and
 28 crisis residential staff.

29 2) CONTRACTOR shall provide group counseling sessions at least four (4) times daily
 30 to assist Clients in developing skills that enable them to progress towards self-sufficiency and to reside in
 31 less intensive levels of care. Topics may include, but not be limited to: self-advocacy, personal identity,
 32 goal setting, developing hope, coping alternatives, processing feelings, conflict resolution, relationship
 33 management, proper nutrition, personal hygiene and grooming, household management, personal safety,
 34 symptom monitoring, etc. These groups will be clearly documented in the individual’s chart. All
 35 therapeutic process groups will be facilitated by a licensed clinician.

1 3) CONTRACTOR shall provide individual therapeutic sessions provided by a licensed
 2 clinician at least one time a day to each Client and these sessions will be clearly documented in the chart.

3 4) CONTRACTOR shall support a culture of “recovery” which focuses on personal
 4 responsibility for a Client’s mental health management and independence, and fosters Client
 5 empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be
 6 encouraged and assigned to each Client on a daily basis to foster responsibility and learning of independent
 7 living skills. These chores will be followed up on by residential staff, in the spirit of learning, who will
 8 also assist the Client in learning the new skills and completing the chores as needed.

9 5) CONTRACTOR’s program shall be designed to enhance Client motivation to
 10 actively participate in the program, provide Clients with intensive assistance in accessing community
 11 resources, and assist Clients developing strategies to maintain independent living in the community and
 12 improve their overall quality of life. Therapeutic outings (to local museums, art galleries, nature centers,
 13 parks, coffee shops) will be provided for all Clients in support of these goals.

14 6) CONTRACTOR shall assist the Client in developing and working on a WRAP
 15 throughout their stay at the program and will promote Client recovery on a daily basis via individual
 16 and/or group sessions. This will assist Clients in monitoring and responding to their symptoms in order
 17 to achieve the highest possible level of wellness, stability and quality of life. Topics may include but not
 18 be limited to: building a wellness toolbox or resource list, symptom monitoring, triggers and early warning
 19 signs of symptoms, identifying a crisis plan, etc.

20 7) CONTRACTOR shall engage both the Client and family/support persons in the
 21 program whenever possible. CONTRACTOR shall document contact with family/support persons or
 22 document why such contact is not possible or not advisable.

23 8) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is
 24 non-confrontational, follows mental health principles, considers interactions between mental health
 25 disorders and substance abuse and has gradual expectations of abstinence.
 26 CONTRACTOR shall provide, on a regularly scheduled basis, education via individual and/or group
 27 sessions to Clients on the effects of alcohol and other drug abuse, triggers, relapse prevention, and
 28 community recovery resources. Twelve (12) step groups and Smart Recovery groups will be encouraged
 29 at the facility on a regular basis.

30 9) CONTRACTOR shall support a culture that supports a smoke free environment in
 31 the facility and on the campus. CONTRACTOR shall provide educational groups regarding tobacco
 32 cessation and provide viable alternatives such as tobacco patches and other approved methods that support
 33 tobacco use reduction and cessation.

34 10) CONTRACTOR shall assist Clients in developing prevocational and vocational
 35 plans to achieve gainful employment and/or perform volunteer work if identified as a goal in the service
 36 plan.

1 11) CONTRACTOR shall provide crisis intervention and crisis management services
 2 designed to enable the Client to cope with the crisis at hand while maintaining his/her functioning status
 3 within the community and to prevent further decompensation or hospitalization.

4 12) CONTRACTOR shall have individuals who are clinicians and mental health
 5 specialists designated by COUNTY to provide assessments for involuntary hospitalization when
 6 necessary. This service must be available twenty-four (24) hours per day, seven (7) days per week.

7 13) CONTRACTOR shall provide information, support, advocacy education, and
 8 assistance with including the Client’s natural support system in treatment and services.

9 14) CONTRACTOR shall sustain a culture that supports Peer Support
 10 Specialist/Counselors in providing supportive socialization for Clients that will assist Clients in their
 11 recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be
 12 encouraged to share their stories of recovery as much as possible to infuse the milieu with the notion that
 13 recovery is possible.

14 15) CONTRACTOR shall provide close supervision and be aware of Clients’
 15 whereabouts at all times to ensure the safety of all Clients. Every clinician and residential counselor shall
 16 have an assigned caseload and be responsible for the monitoring of the assigned individuals.
 17 CONTRACTOR shall provide routine room checks in the evening and document observations. Rounds
 18 are completed by staff on regular intervals.

19 16) CONTRACTOR shall actively explore, research and present ideas for additional
 20 evidence-based practices in order to continually improve and refine aspects of the program.

21 c. Case Management/Discharge Services:

22 1) CONTRACTOR shall actively engage in discharge planning from the day of
 23 admission, instructing and assisting Clients with successful linkage to community resources such as
 24 outpatient mental health clinics, substance abuse treatment programs, housing, including providing
 25 supportive assistance to the individual in identifying and securing adequate and appropriate follow up
 26 living arrangements, FSP, physical health care, and government entitlement programs.

27 2) CONTRACTOR shall collaborate proactively with Client’s Mental Health Plan
 28 Provider when such is required to link Clients to county or contracted housing services which may include
 29 continued temporary housing, permanent supported housing, interim placement, or other community
 30 housing options.

31 3) CONTRACTOR shall assist Clients in scheduling timely follow-up appointment(s)
 32 between Client and their mental health service provider while still a Client or within twenty-four (24)
 33 hours following discharge to ensure that appropriate linkage has been successful and if not, relinkage
 34 services will be provided. Provide telephone follow up within five (5) calendar days to ensure linkage was
 35 successful. Services shall be documented in the Client record. Peer Support Specialists and Residential
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1 Counselors will be expected to accompany Clients to their follow up linkage appointments as part of their
 2 case management duties.

3 4) CONTRACTOR shall coordinate treatment with physical health providers as
 4 appropriate, and assist Clients with accessing medical and dental services, and provide transportation and
 5 accompaniment to those services as needed.

6 5) CONTRACTOR shall obtain prior approval from ADMINISTRATOR for Clients
 7 who are deemed necessary to stay in the program for more than twenty-one (21) calendar days.

8 6) Unplanned discharges will be avoided at all costs and only after all other
 9 interventions have failed. If, at any time, a Client presents as a serious danger to themselves or others,
 10 CONTRACTOR shall assess the safety needs of all concerned and may have the Client assessed for
 11 voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a Client is seriously
 12 or repetitively non-compliant with the program, CONTRACTOR may discharge the Client if deemed
 13 necessary and only following a multi-disciplinary case conference which will include
 14 ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the
 15 CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and shall provide an unusual occurrence report
 16 to ADMINISTRATOR no later than the following business day.

17 7) In the event a Client leaves the program without permission and/or against clinical
 18 advice, CONTRACTOR shall hold Client's bed open for twenty-four (24) hours unless otherwise
 19 mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

20 8) In the event a Client is transferred for crisis stabilization to the COUNTY CSU or to
 21 the Emergency Department (ED), CONTRACTOR shall provide a warm hand-off to the CSU or ED
 22 receiving staff member and hold a Client's bed open for twenty-four (24) hours unless otherwise mutually
 23 agreed upon by ADMINISTRATOR and CONTRACTOR.

24 d. Medication Support Services:

25 1) CONTRACTOR shall provide medications for self-administration, as clinically
 26 appropriate, to all Clients regardless of funding with the goal of teaching Clients to be self-sufficient with
 27 medication administration upon discharge.

28 2) CONTRACTOR shall educate Clients on the role of medication in their recovery
 29 plan, and how the Client can take an active role in their own recovery process. CONTRACTOR shall
 30 provide education to Clients on medication choices, risks, benefits, alternatives, side effects and how these
 31 can be managed. Client education will be provided on a regularly scheduled basis via individual and group
 32 sessions.

33 3) CONTRACTOR shall obtain signed medication consent forms for each psychotropic
 34 medication prescribed.

1 4) Medications will be dispensed by a physician’s order by licensed and qualified staff
 2 in accordance with CCR, Title 9, Div. 1, Chapter 3, Article 3.5, Section 532.1, as well as CCL
 3 Requirements.

4 5) Licensed staff authorized to dispense medication for self-administration will
 5 document the Client’s response to their medication, as well as any side effects to that medication, in the
 6 Client’s record.

7 6) CONTRACTOR shall insure all medications are securely locked in a designated
 8 storage area with access limited to only those personnel authorized to prescribe, dispense, or administer
 9 medication.

10 7) CONTRACTOR shall establish written policies and procedures that govern the
 11 receipt, storage and dispensing of medication in accordance with state regulations.

12 8) CONTRACTOR shall not utilize sample medications in the program without first
 13 establishing policies and procedures for the use of sample medications consistent with State regulatory
 14 requirements.

15 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
 16 frequency necessary to manage the acute symptoms to allow the Client to safely stay at the Crisis
 17 Residential Program and to prepare the Client to transition to outpatient level of care upon discharge. At
 18 a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within twelve
 19 (12) hours after admission and will have a psychiatrist available as needed for medication follow-up as
 20 needed or at a minimum twice per week thereafter.

21 10) Upon discharge, CONTRACTOR shall make available a sufficient supply of current
 22 psychiatric medications to which the Client has responded, to meet the Client’s needs until they can be
 23 seen in an outpatient clinic. This may be a combination of new prescriptions, the Client’s specific
 24 medications remaining at the Crisis Residential Program, and/or additional sample medications with
 25 patient labels.

26 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
 27 unfunded Clients.

28 e. Transportation Services:

29 1) CONTRACTOR shall provide transportation services for program related activities
 30 which may include, but not be limited to, transportation to appointments deemed necessary for medical
 31 or dental care or activities related to and in support of preparation for discharge and/or community
 32 integration.

33 2) Transportation services shall be provided to all Clients that are referred and accepted
 34 to the program by CONTRACTOR, whether the transportation is provided by CONTRACTOR vehicle,
 35 ride shares or taxi cab.

1 3) All other non-crucial appointments will be delayed until after the individual is
2 discharged.

3 4) CONTRACTOR staff shall accompany individuals on these necessary appointments.
4 Clients shall not be left unattended or unsupervised for the duration of their stay in the program, including
5 during these crucial appointments.

6 f. Food Services:

7 1) CONTRACTOR shall meet meal service and food supply requirements per
8 Community Care Licensing regulations which shall include, but not be limited to:

9 2) Meals shall be served in the dining room and tray service provided on emergency
10 need only so as to encourage community food preparation, eating and clean-up activities.

11 3) CONTRACTOR shall create opportunities for Clients to participate in the planning,
12 preparation and clean-up of food preparation activities.

13 4) CONTRACTOR shall have menu items approved by a dietary specialist or
14 nutritionist, as appropriate.

15 5) Food Services shall meet meal and food supply requirements, including an abundant
16 supply of healthy and fresh food options, including fruits, vegetables and other items that promote healthy
17 choices and wellness.

18 D. PROGRAM ADMINISTRATOR Responsibilities – The Program Administrator will have
19 ultimate responsibility for the program and will ensure the following:

20 1. Maintenance of adequate records on each Client which shall include all required forms and
21 evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and responsibilities, on-
22 going progress notes, and records of service provided by various personnel in sufficient detail to permit
23 an evaluation of services.

24 2. There is a supervisory and administrative structure in place that will ensure high quality,
25 consistent staff are providing high quality and consistent trauma informed services at all hours of
26 operation, including the evenings and nocturnal shifts.

27 3. COUNTY certified reviewers, who will be the Clinical Supervisor Director and the Program
28 Administrator/Manager, shall complete one hundred percent (100%) audit of Client charts regarding
29 clinical documentation, ensuring all charts are in compliance with medical necessity and Medi-Cal and
30 Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all initial
31 charting requirements are met and at the time of discharge. CONTRACTOR shall ensure that all chart
32 documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall
33 ensure that all chart documentation is completed within the appropriate timelines.

34 4. Provide clinical direction and training to staff on all clinical documentation and treatment
35 plans;

1 5. Retain on staff, at all times, a certified reviewer trained by the ADMINISTRATOR's
2 Authority and Quality Improvement unit who will conduct 100% chart reviews to ensure compliance;
3 ADMINISTRATOR is requesting that Clinical Supervisor and Program Administrator/Manager positions
4 carry out these duties;

5 6. Oversee all aspects of the clinical services of the recovery program, know each Client by
6 name and be familiar with details of each of the Clients' cases/situations that brought them to the program;

7 7. Coordinate with in-house clinicians, psychiatrist and/or nurse regarding Client treatment
8 issues, professional consultations, or medication evaluations;

9 8. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication
10 monitoring and utilization review); and

11 9. Facilitate on-going program development and provide or ensure appropriate and timely
12 supervision and guidance to staff regarding difficult cases and mental health emergencies.

13 E. QUALITY IMPROVEMENT

14 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
15 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
16 for quality improvement, supervisory review and medication monitoring.

17 2. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
18 Documentation Manual or its equivalent, and any State requirements, as provided by
19 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare and
20 ADMINISTRATOR charting standards.

21 3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
22 including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall
23 regularly review their charting, IRIS data input and billing systems to ensure compliance with COUNTY
24 and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

25 4. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
26 improvement meetings and processes. Such records and minutes will also be subject to regular review by
27 ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
28 ADMINISTRATOR's P&P.

29 5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
30 meetings.

31 6. CONTRACTOR shall allow COUNTY to review the quantity and quality of services
32 provided pursuant to this Contract quarterly or as needed. This review will be conducted at
33 CONTRACTOR's facility and will consist of a review of medical and other records of Clients provided
34 services pursuant to the Contract.

35 F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
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1 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care
2 and implement any recommendations made by COUNTY to improve Client care.

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

7 3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
8 ADMINISTRATOR.

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

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

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

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

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

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

29 K. CONTRACTOR shall maintain all requested and required written policies, and provide to
30 ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and
31 program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not
32 limited to the following:

- 33 1. Admission Criteria and Admission Procedure;
- 34 2. Assessments and Individual Service Plans;
- 35 3. Crisis Intervention/Evaluation for Involuntary Holds;
- 36 4. Handling Non-Compliant Clients/Unplanned Discharges;

- 1 5. Medication Management and Medication Monitoring;
- 2 6. Recovery Program/Rehabilitation Program;
- 3 7. Community Integration/Case Management/Discharge Planning;
- 4 8. Documentation Standards;
- 5 9. Quality Management/Performance Outcomes;
- 6 10. Client Rights;
- 7 11. Personnel/In service Training;
- 8 12. Unusual Occurrence Reporting;
- 9 13. Code of Conduct/Compliance;
- 10 14. Mandated Reporting; and
- 11 15. Good Neighbor Policy.

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

- 14 1. Orientation to the program’s goals, and P&Ps;
- 15 2. Training on subjects as required by state regulations;
- 16 3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to the
 17 Contract;
- 18 4. Recovery philosophy and individual empowerment;
- 19 5. Crisis intervention and de-escalation;
- 20 6. Substance abuse and dependence; and
- 21 7. Motivational interviewing.

22 M. PERFORMANCE OUTCOMES

23 1. CONTRACTOR shall be required to achieve, track and report Performance Outcome
 24 Objectives, on a quarterly basis as outlined below:

- 25 a. Average Length of Stay
- 26 b. A minimum of 75 percent (75%) of Clients shall be discharged to a lower level of care.
- 27 c. A minimum of 70 percent (70%) of Clients shall be linked to a continuing care provider.
- 28 d. A minimum of 95 percent (95%) of Clients shall not require hospitalization within 48
 29 hours of discharge.
- 30 e. A minimum of 75 percent (75%) of Clients shall not require readmission within 14
 31 calendar days of discharge.

32 2. Develop an evidenced based performance metric of Client improvement measured upon
 33 admission and upon linkage and discharge.

34 3. Research, propose and develop additional evidenced based metrics/performance objectives
 35 that are relevant to described services and desired outcomes.

36 N. DATA CERTIFICATION

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

3 F. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 4 Personnel Requirements as stated in CCR Title 22, standards for a Social Rehabilitation Facility as for a
 5 Short Term Crisis Residential Division 6, 81065 and that continuing education is provided. The continuing
 6 education may include such topics as the following:

- 7 1. Basic knowledge of mental disorders;
- 8 2. Counseling skills, including individual, group, vocational and job counseling skills;
- 9 3. Crisis management;
- 10 4. Development and updating of needs and services plan;
- 11 5. Discharge planning;
- 12 6. Medications, including possible side effects and signs of overmedicating;
- 13 7. Knowledge of community services and resources; and
- 14 8. Principles of good nutrition, proper food preparation and storage, and menu planning.

15 The licensee shall document the number of hours of continuing education completed each year
 16 by direct care staff.

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

20 H. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high
 21 quality, cost effective service provision including initial and on-going staff training.

22 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
 23 any staffing vacancies that occur during the term of the Contract.

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

26 K. The staffing pattern below indicates the approved provider types associated with this Contract.

DIRECT PROGRAM	FTEs	PROVIDER TYPE
Regional Director of Nursing	0.17	Registered Nurse/Nurse Practitioner
Billing Clerk	1.00	N/A
Regional Clinical Director	0.17	LCSW/LMFT/LPCC/Psychologist
Program Administrator	0.50	N/A
Program Director	1.00	N/A
Clinical Supervisor	1.00	LCSW/LMFT/LPCC/Psychologist
QA Coordinator	1.00	N/A
Household Cook/Coach	3.00	N/A

1	Recovery Counselor	9.00	N/A
2	LVN/LPT	5.70	Licensed Vocational Nurse/Licensed Psychiatric Tech
3	Mental Health Specialist II	4.00	LCSW/MFT/LPCC
4	Peer Support Specialist	1.00	Peer Support Specialist
5	Resource Specialist	1.00	N/A
6	Psychiatrist (subcontract)	0.35	Licensed Physician
7	Assistant Administrator	0.50	N/A
8	TOTAL DIRECT PROGRAM FTEs	29.39	

9	NON DIRECT PROGRAM	FTEs	PROVIDER TYPE
10	Regional Human Resources Manager	0.10	N/A
11	Talent Acquisition Specialist	0.10	N/A
12	Training Coordinator	0.20	N/A
13	Training Clerk	0.10	N/A
14	Human Resources Coordinator	0.40	N/A
15	TOTAL DIRECT PROGRAM FTEs	0.90	

16 L. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22, Division 6,
 17 Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5, Part 2, Chapter
 18 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification standards for a
 19 Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as appropriate to the services
 20 being provided. A sufficient number of clinical staff will be licensed in order to meet all State
 21 requirements. COUNTY shall not reimburse CONTRACTOR for services provided by clinical staff who
 22 do not meet these requirements.

23 M. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
 24 approval of ADMINISTRATOR.

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

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

34 3. Student intern services shall not comprise more than twenty percent (20%) of total services
 35 provided.
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1 N. CONTRACTOR shall maintain personnel files for each staff member, including the executive
2 director and other administrative positions, which will include, but not be limited to, an application for
3 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
4 applicable), pay rate and evaluations justifying pay increases.

5 O. CONTRACTOR shall comply with the following guidelines for County tokens:

6 1. CONTRACTOR recognizes access to Soft Tokens are granted to specific staff members with
7 a unique password. Passwords are not to be shared with anyone.

8 2. CONTRACTOR shall maintain an inventory of staff members granted access to Soft Tokens.

9 3. CONTRACTOR shall indicate in the monthly staffing report, each staff member granted
10 access to a Soft Token.

11 4. CONTRACTOR shall notify ADMINISTRATOR when changes have occurred under the
12 following conditions:

13 a. Each staff member who no longer supports this Contract;

14 b. Each staff member who no longer requires access to the HCA IRIS;

15 c. Each staff member who leaves employment of CONTRACTOR;

16 d. If Soft Token technology is malfunctioning;

17 e. Termination of Contract.

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

21 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing
22 Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES IRVINE CAMPUS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 JULY 1, 2025 THROUGH JUNE 30, 2028

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 below in Paragraph B, shall
14 have the same meaning given to such terms under the Health Insurance Portability and Accountability Act
15 of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical
16 Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts
17 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
24 terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined
25 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities
26 pursuant to, and as set forth, in the Contract.

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

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

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

5 B. DEFINITIONS

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

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

12 a. Breach excludes:

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

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

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

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

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

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

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

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

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

35 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy
36 Rule in 45 CFR § 164.501.

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1 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45
2 CFR § 160.103.

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

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

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

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

13 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the
14 HIPAA regulations in 45 CFR § 160.103.

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

17 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his
18 or her designee.

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

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

26 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
27 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

20 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
 21 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
 22 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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

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

8 13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
 9 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
 10 B.2.a. above.

11 D. SECURITY RULE

12 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
 13 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
 14 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
 15 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
 16 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
 17 HIPAA Security Rule pertaining to the security of electronic PHI.

18 2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
 19 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
 20 the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

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

24 E. 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 law
 27 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 known
 30 to CONTRACTOR.

31 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,
 32 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or
 33 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 notification
 36 within 24 hours of the oral notification.
 37

- 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 period
- 7 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 resulting
- 14 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 45
- 20 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 21 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 22 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 23 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by
- 24 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of
- 25 PHI did not constitute a Breach.
- 26 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its
- 27 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 28 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 29 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 30 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,
- 31 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to
- 32 COUNTY pursuant to Subparagraph E.2 above.
- 33 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 34 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 35 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
- 36 for further information, or follow-up information after report to COUNTY, when such request is made by
- 37

1 COUNTY.

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

6 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

16 1) The Disclosure is required by law; or

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

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

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

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

28 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required
29 by law.

30 G. OBLIGATIONS OF COUNTY

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

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

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

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

6 H. BUSINESS ASSOCIATE TERMINATION

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

9 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the
10 violation within thirty (30) business days; or

11 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure the
12 material breach or end the violation within (30) days, provided termination of the Contract is feasible.

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

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

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

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

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

1 EXHIBIT C
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES IRVINE CAMPUS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 JULY 1, 2025 THROUGH JUNE 30, 2028

10
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 the 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 Contract on behalf of the COUNTY.

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

25 6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized
26 access may trigger notification requirements under CCC § 1709.29. For purposes of this provision,
27 identity shall include, but not be limited to, name, identifying number, symbol, or other identifying
28 particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier.
29 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 information,
36 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
37

1 with respect to health care providers participating in the program, and statutes or
 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 Contract; or
 6 interference with system operations in an information system that processes, maintains or stores PI.

7 B. TERMS OF CONTRACT

8 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
 9 otherwise indicated in this Exhibit C, 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 Contract
 11 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 required
 15 by this Personal Information Privacy and Security Contract or as required by applicable state and federal
 16 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 security
 22 program that include administrative, technical and physical safeguards appropriate to the size and
 23 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate
 24 the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with its current
 25 policies upon request.

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

29 1) Complying with all of the data system security precautions listed in Subparagraph
 30 E. of the Business Associate Contract, Exhibit B to the Contract; 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 Federal
 33 Automated Information Systems, which sets forth guidelines for automated information systems in
 34 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 CMPPA
 37

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

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

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

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

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

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

32 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
33 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
34 carrying out the requirements of this Personal Information Privacy and Security Contract and for
35 communicating on security matters with the COUNTY.
36
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