

1 CONTRACT FOR PROVISION OF
2 CRISIS STABILIZATION 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 County of Orange Health Care Agency (ADMINISTRATOR).
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17 **W I T N E S S E T H:**
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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Crisis
20 Stabilization Services Irvine Campus described herein to the residents of Orange County; and

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

23 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
24 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: \$ 27,862,634

Period One Amount Not to Exceed: \$8,596,228

Period Two Amount Not to Exceed: \$ 9,633,203

Period Three Amount Not to Exceed: \$ 9,633,203

TOTAL AMOUNT NOT TO EXCEED: \$ 27,862,634

Basis for Reimbursement: 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

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this 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
- 34 AH. GAAP Generally Accepted Accounting Principles

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

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	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.

IVV. 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 comply with ADMINISTRATOR’s Compliance Program
 12 and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
 13 days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with
 14 ADMINISTRATOR’s Compliance Program and Code of Conduct. CONTRACTOR shall have as many
 15 Covered Individuals it determines necessary complete ADMINISTRATOR’s annual compliance training
 16 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 Social Security
 37 Administration’s Death Master File at the date of employment. Screening shall be conducted monthly

1 against the General Services Administration's Excluded Parties List System or System for Award
2 Management, the Health and Human Services/Office of Inspector General List of Excluded
3 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, and/or any other
4 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.

37 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29
 30 **VI. CONFIDENTIALITY**

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

34 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
 35 are clients of the Orange County Behavioral Health services system, and therefore it may be necessary for
 36 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific
 37 Clients with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

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

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

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

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

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

36 C. Final settlement shall be based upon the actual and reimbursable costs and approved units of
 37 service, as detailed in Exhibit A, Section II. Payments, less applicable revenues and any late penalty, not

1 to exceed COUNTY’s Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of
 2 this Contract. CONTRACTOR shall not claim units of service to COUNTY which are not reimbursable
 3 pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment
 4 made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
 5 unreimbursable unit of service, shall be repaid by CONTRACTOR to COUNTY in cash, or other
 6 authorized form of payment, within thirty (30) calendar days of submission of the Cost Reconciliation
 7 Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed
 8 the reimbursement due COUNTY.

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

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

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

23
 24 “I HEREBY CERTIFY that I have executed the accompanying Cost Reconciliation
 25 Report and supporting documentation prepared by _____ for the cost
 26 reconciliation report period beginning _____ and ending _____ and that,
 27 to the best of my knowledge and belief, costs reimbursed through this Contract are
 28 reasonable and allowable and directly or indirectly related to the services provided and
 29 that this Cost Reconciliation Report is a true, correct, and complete statement from the
 30 books and records of (provider name) in accordance with applicable instructions,
 31 except as noted. I also hereby certify that I have the authority to execute the
 32 accompanying Cost Reconciliation Report.

33
 34 Signed _____
 35 Name _____
 36 Title _____
 37 Date _____”

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this Contract without the prior express written consent of COUNTY shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void. In the event that CONTRACTOR is authorized by COUNTY to subcontract, this Contract shall take precedence over the terms of the contract between CONTRACTOR and subcontractor, and any contract between CONTRACTOR and a subcontractor shall incorporate by reference the terms of this Contract. CONTRACTOR shall remain responsible for the performance of this Contract and

1 indemnification of COUNTY notwithstanding COUNTY’s consent to CONTRACTOR’s request for
 2 approval of a subcontractor. Under no circumstances shall COUNTY be required to directly monitor the
 3 performance of any subcontractor. All work performed by a subcontractor must be monitored by
 4 CONTRACTOR and must meet the approval of the County of Orange pursuant to the terms of this
 5 Contract.

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

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

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

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

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

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

37 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY

1 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
 2 COUNTY for the provision of services under the Contract.

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

8 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
 9 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor
 10 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
 11 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

19 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR’s status
 20 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
 21 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
 22 or a party to litigation that may reasonably affect CONTRACTOR’s performance under the Contract, as
 23 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
 24 or during the period of Contract performance. While CONTRACTOR must provide this information
 25 without prompting from COUNTY any time there is a change in CONTRACTOR’s name, conflict of
 26 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in
 27 these areas whenever requested by COUNTY.

28
 29 **XI. DISPUTE RESOLUTION**

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

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

37 2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if

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

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

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

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

19
 20 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

21 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 22 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 23 consultants performing work under this Contract meet the citizenship or alien status requirements set forth
 24 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
 25 consultants performing work hereunder, all verification and other documentation of employment
 26 eligibility status required by federal or state statutes and regulations including, but not limited to, the
 27 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
 28 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 29 employees, subcontractors, and consultants for the period prescribed by the law.

30
 31 **XIII. EQUIPMENT**

32 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 33 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 34 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
 35 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
 36 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 37 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other

1 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII,
 2 are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets,
 3 audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in
 4 whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

5 B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any
 6 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall
 7 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 8 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 9 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased
 10 asset in an Equipment inventory.

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

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

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

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

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

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

33
 34 **XIV. FACILITIES, PAYMENTS AND SERVICES**

35 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 36 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
 37 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the

1 minimum number and type of staff which meet applicable federal and state requirements, and which are
 2 necessary for the provision of the services hereunder.

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

9
 10 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

35 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs
 36 in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the
 37 COUNTY’s Risk Manager, or designee. COUNTY reserves the right to require current audited financial

1 reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify
 2 COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with
 3 the indemnity provision stated in this Contract.

4
 5 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
 6 Contract, COUNTY may terminate this Contract.

7 F. QUALIFIED INSURER

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

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

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

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

Sexual Misconduct Liability \$1,000,000 per occurrence

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

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

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

1 M. If CONTRACTOR’s Professional Liability, Sexual Misconduct Liability, Technology Errors &
 2 Omissions and/or Network Security & Privacy Liability are “Claims -Made” policy(ies), CONTRACTOR
 3 shall agree to the following:

4 1. The retroactive date must be shown and must be before the date of the Contract or the
 5 beginning of the contract services.

6 2. Insurance must be maintained, and evidence of insurance must be provided, for at least three
 7 (3) years after expiration or earlier termination of the Contract.

8 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
 9 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must
 10 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier
 11 termination of the Contract.

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

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

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

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

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

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

31
 32
 33 **XVI. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 35 of the State of California, the Secretary of the United States Department of Health and Human Services,
 36 the Comptroller General of the United States, or any other of their authorized representatives, shall to the
 37 extent permissible under applicable law have access to any books, documents, and records, including but

1 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
2 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a
3 Client complaint or conducting an audit, review, evaluation, or examination, or making transcripts during
4 the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract.
5 Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
6 this Contract, and the premises in which they are provided.

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

11 C. AUDIT RESPONSE

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

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

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

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

34 **XVII. LICENSES AND LAWS**

35 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
36 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
37 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,

1 regulations and requirements of the United States, the State of California, COUNTY, and all other
2 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in
3 writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
4 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
5 cause for termination of this Contract.

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

- 9 1. ARRA of 2009.
- 10 2. Trafficking Victims Protection Act of 2000.
- 11 3. Title 22, CCR, §51009, Confidentiality of Records.
- 12 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 13 5. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 14 6. State of California-Health and Human Services Agency, Department of Health Care Services,
15 MHSD, Medi-Cal Billing Manual, October 2013.
- 16 7. Orange County Medi-Cal Mental Health Managed Care Plan.
- 17
- 18 8. WIC, Division 5, Community Mental Health Services.
- 19 9. WIC, Division 6, Admissions and Judicial Commitments.
- 20 10. WIC, Division 7, Mental Institutions.
- 21 11. HSC, §§1250 et seq., Health Facilities.
- 22 12. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 23 13. CCR, Title 9, Rehabilitative and Developmental Services.
- 24 14. CCR, Title 17, Public Health.
- 25 15. CCR, Title 22, Social Security.
- 26 16. CFR, Title 42, Public Health.
- 27 17. CFR, Title 45, Public Welfare.
- 28 18. USC Title 42. Public Health and Welfare.
- 29 19. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 30 20. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 31 21. 42 USC §1857, et seq., Clean Air Act.
- 32 22. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 33 23. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 34 24. Policies and procedures set forth in Mental Health Services Act.
- 35 25. Policies and procedures set forth in DHCS Letters.
- 36 26. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 37 27. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform

1 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2 28. 42 CFR, Section 438, Managed Care Regulations

3 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
4 requirements as they exist now or may be hereafter amended or changed.

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

8 E. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal
9 beneficiaries that are no less than the hours of operation during which CONTRACTOR offers services to
10 non-Medi-Cal beneficiaries. If CONTRACTOR only serves Medi-Cal beneficiaries, CONTRACTOR
11 shall have hours of operation that are comparable to the hours CONTRACTOR makes available for Medi-
12 Cal services that are not covered by COUNTY or another Mental Health Plan.

13
14 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

34
35
36 **XIX. MINIMUM WAGE LAWS**

37 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and

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

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

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

14
 15 **XX. NONDISCRIMINATION**

16 A. EMPLOYMENT

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

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

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

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

37 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR

1 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
2 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
3 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
4 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
5 fulfilled by use of the term EOE.

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

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

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

- 31 5. Assignment of times or places for the provision of services.

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

- 36 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall
37 establish an internal informal problem resolution process for Clients not able to resolve such problems at

1 the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either
 2 orally or in writing.

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

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

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

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

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

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

26
 27 **XXI. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

37 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this

1 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission
 2 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
 3 or any other expedited delivery service.

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

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

10
 11 **XXII. NOTIFICATION OF DEATH**

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

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

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

20 2. WRITTEN NOTIFICATION

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

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

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

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

33
 34 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

5
 6 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

26
 27 **XXVI. PAYMENT CARD COMPLIANCE**

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

36
 37 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

14 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
15 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
16 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
17 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

23 C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR shall
24 maintain Client records and must establish and implement written record management procedures.

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

28 E. CONTRACTOR shall retain all Client medical records for ten (10) years following discharge of
29 the Client.

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

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

37 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that Clients

1 be provided the right to access or receive a copy of their DRS and/or request addendum to their records.
 2 Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

8 I. CONTRACTOR may retain Client documentation electronically in accordance with the terms of
 9 this Contract and common business practices. If documentation is retained electronically,
 10 CONTRACTOR shall, in the event of an audit or site visit:

- 11 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
- 12 or site visit.
- 13 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 14 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
- 15 requested.

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

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

23
 24 **XXVII. RESEARCH AND PUBLICATION**

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

28
 29 **XXVIII. REVENUE**

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

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

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

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

11
 12 **XXIX. SEVERABILITY**

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

18
 19 **XXX. SPECIAL PROVISIONS**

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

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

- 1 8. Severance pay for separating employees.
- 2 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 3 codes and obtaining all necessary building permits for any associated construction.
- 4 10. Purchasing or improving land, including constructing or permanently improving any building
- 5 or facility, except for tenant improvements.
- 6 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
- 7 (matching).
- 8 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 9 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
- 10 alcohol.
- 11 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
- 12 Controlled Substance Act (21 USC 812).
- 13 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
- 14 injection of any illegal drug.
- 15 16. Assisting, promoting, or deterring union organizing.
- 16 17. Providing inpatient hospital services or purchasing major medical equipment.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Contract for the following purposes:
- 19 1. Funding travel or training (excluding mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 21 of Client care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Contract.
- 25 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 26 CONTRACTOR's Clients.

27
28 **XXXI. STATUS OF CONTRACTOR**

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

1 subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be
 2 considered in any manner to be COUNTY’s employees.

3
 4 **XXXII. TERM**

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

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

13
 14 **XXXIII. TERMINATION**

15 A. CONTRACTOR must meet all programmatic and administrative contracted objectives and
 16 requirements as indicated in this Contract. CONTRACTOR may be subject to the issuance of a CAP, in
 17 ADMINISTRATOR’s sole discretion, for the failure to perform to the level of contracted objectives,
 18 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
 19 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
 20 until CAP is resolved and/or the Contract may be terminated.

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

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

37 C. CONTINGENT FUNDING

- 1 1. Any obligation of COUNTY under this Contract is contingent upon the following:
- 2 a. The continued availability of federal, state and county funds for reimbursement of
- 3 COUNTY's expenditures, and
- 4 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
- 5 approved by the Board of Supervisors.
- 6 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 7 terminate or renegotiate this Contract written notice given to CONTRACTOR. If COUNTY elects to
- 8 renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to
- 9 accept the renegotiated terms.
- 10 D. In the event this Contract is suspended or terminated prior to the completion of the term as
- 11 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
- 12 sole discretion, reduce the Total Amount Not to Exceed of this Contract in an amount consistent with the
- 13 reduced term of the Contract.
- 14 E. In the event this Contract is terminated by either Party pursuant to this Contract, CONTRACTOR
- 15 shall do the following:
- 16 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
- 17 consistent with recognized standards of quality care and prudent business practice.
- 18 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 19 performance during the remaining contract term.
- 20 3. Until the date of termination, continue to provide the same level of service required by this
- 21 Contract.
- 22 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 23 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 24 orderly transfer.
- 25 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
- 26 Client's best interests.
- 27 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
- 28 directions provided by ADMINISTRATOR.
- 29 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 30 supplies purchased with funds provided by COUNTY.
- 31 8. To the extent services are terminated, cancel outstanding commitments covering the
- 32 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 33 commitments which relate to personal services. With respect to these canceled commitments,
- 34 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 35 arising out of such cancellation of commitment which shall be subject to written approval of
- 36 ADMINISTRATOR.
- 37 9. Provide written notice of termination of services to each Client being served under this

1 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
2 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day
3 period.

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

7
8 **XXXIV. THIRD-PARTY BENEFICIARY**

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

11
12 **XXXV. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 STARS BEHAVIORAL HEALTH GROUP, INC., DBA COASTAL STAR BEHAVIORAL HEALTH

5
6 DocuSigned by:
7 BY: Kent Dunlap DATED: 4/22/2025
8 335DB7F9B291446...
9 TITLE: President and Chief Executive Officer

10
11
12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____
18 PURCHASING AGENT/DESIGNEE

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

25
26 Signed by:
27 BY: Brittany McLean DATED: 4/22/2025
28 71CFE638662E411...
29 DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 CRISIS STABILIZATION SERVICES IRVINE CAMPUS
 BETWEEN
 COUNTY OF ORANGE
 AND
 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 COASTAL STAR BEHAVIORAL HEALTH
 JULY 1, 2025 THROUGH JUNE 30, 2028

I. COMMON TERMS AND DEFINITIONS

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

1. Access log means data that is immediately entered into IRIS after the Client has been screened for an appointment to access services to ensure timely access to MHP services.

2. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services, provided to Clients seen in COUNTY and COUNTY-contracted services, into IRIS.

3. Authorizations means a unique individual’s complete utilization management (UM) process, which includes reviewing clinical documents when clinically indicated, evaluating medical necessity and formally deciding to authorize/deny additional inpatient psychiatric services, that lasts for the duration of the inpatient stay, i.e. initial admission notification to discharge, aftercare planning, whichever comes first.

4. Bed Day means one (1) calendar day during which CONTRACTOR provides Crisis Residential Services within the Mental Health Plan as described in this Exhibit A of the Contract. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

5. Care Coordination means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. This definition applies to programs under the DMC-ODS and MHP.

6. Case Management means the activities of managing services and coordinating care to Clients, including assessments, referrals, service planning, linkage consultation, discharge planning and coordination.

7. CAT means Crisis Assessment Team which provides twenty-four (24) hour mobile response services to anyone who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides linkage, follow ups for Clients evaluated. There are separate adult and youth CATs.

8. Client or Individual means a person who is referred or enrolled, for services under the

1 Contract who is living with mental, emotional, or behavioral disorders.

2 9. Client-directed means services delivered in a therapeutic alliance between providers and
 3 Clients where both are partners in goal setting and treatment planning. The final decision for treatment
 4 options rests with the Client and designated family members

5 10. Client Satisfaction Surveys means surveys to measure Clients’ overall satisfaction with
 6 Mental Health Services, and with specific aspects of those services in order to identify problems and
 7 opportunities for improvement

8 11. Client Support System/Family means immediate family members, extended family members,
 9 significant others or other supports designated by the Client.

10 12. Closed-loop referral means the people, processes and technologies that are deployed to
 11 coordinate and refer Clients to available community resources (i.e., health care, behavioral health services,
 12 and/or other support services) and follow-up to verify if services were rendered.

13 13. Clinical Documents means any clinical information, documentation or data collected from
 14 the service provider for purposes of conducting concurrent review and coordinating treatment.

15 14. Completion means the completion of a program whereby the Client has made adequate
 16 progress in treatment and no longer meets medical necessity for the Level of Care.

17 15. Concurrent Review means the review of treatment authorization requests for inpatient mental
 18 health services by providers in order to approve, modify, or deny requests based on medical necessity.
 19 The review of the treatment authorization requests is concurrent with the provision of services and is
 20 required after the first day of admission through discharge.

21 16. Contract Monitor means a person designated by COUNTY to consult with and assist both
 22 CONTRACTOR and any contractor providers in the provision of services to COUNTY Clients as
 23 specified herein. The Contract Monitor shall at no time be construed as being ADMINISTRATOR.

24 17. Co-Occurring means a person has at least one substance use disorder and one mental health
 25 disorder that can be diagnosed independently of each other.

26 18. Credentialing means a review process conducted by ADMINISTRATOR, including a peer
 27 review process, based upon specific criteria, standards and prerequisites, to approve a provider or
 28 professional who applies to be contracted to provide care in a hospital, clinic, medical group or in a health
 29 plan.

30 19. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
 31 operates 24 hours a day that serves Orange County residents, aged 13 and older, who are experiencing
 32 behavioral health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization
 33 services include psychiatric evaluations provided by Doctors of Medicine (MD), Nurse Practitioners (NP),
 34 Doctors of Osteopathic Medicine (DO), counseling/therapy provided by Licensed Clinical Social Workers
 35 or Marriage Family Therapists or registered/waivered clinicians, nursing assessments, collateral services
 36 that include consultations with family, significant others and outpatient providers, client and family
 37 education, crisis intervention services, basic medical services, medication services, and referrals and

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

7 20. CYS means the division of Behavioral Health Services responsible for the administration and
8 oversight of Mental Health Services to children and adolescents.

9 21. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es),
10 CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic
11 3 and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association
12 and/or ICD 10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.

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

17 23. Engagement means the process where a trusting relationship is developed over a short period
18 of time with the goal to link the Client(s) to appropriate services within the community. Engagement is
19 the objective of a successful outreach.

20 24. Face-to-Face means an encounter between the Client/parent/guardian and CONTRACTOR
21 where they are both physically present. This does not include contact by phone, email, etc., except for
22 Telepsychiatry provided in a manner that meets COUNTY protocols.

23 25. Family Member means any traditional or non-traditional support system, significant other or
24 natural support designated by the Client.

25 26. Head of Service means an individual ultimately responsible for overseeing the program and
26 is required to be licensed as a mental health professional.

27 27. Health Care Practitioner (HCP) means a person duly licensed and regulated under Division
28 2 (commencing with Section 500) of the Business and Professions Code, who is acting within the scope
29 of their license or certificate.

30 28. Intake means the initial face-to-face meeting between a Client and CONTRACTOR staff in
31 which specific information about the Client is gathered including the ability to pay and standard admission
32 forms pursuant to this Contract.

33 29. Integrated Records Information System (IRIS) means COUNTY's database system and refers
34 to a collection of applications and databases that serve the needs of programs within COUNTY and
35 includes functionality such as registration and scheduling, laboratory information system, billing and
36 reporting capabilities, compliance with regulatory requirements, electronic medical records, and other
37 relevant applications.

1 30. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides
 2 guidelines for handling involuntary civil commitment to a mental health institution in the State of
 3 California.

4 31. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
 5 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
 6 services to individuals they serve. The license must be current and in force, and has not been suspended
 7 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

8 32. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
 9 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 10 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 11 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 12 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

13 33. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
 14 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
 15 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
 16 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 17 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

18 34. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
 19 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
 20 services to individuals they serve. The license must be current and in force, and has not been suspended
 21 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

22 35. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
 23 of the California Business and Professions Code, who can provide clinical services to individuals they
 24 serve. The license must be current and in force, and has not been suspended or revoked. Also, it is
 25 preferred that the individual has at least one (1) year of experience treating TAY.

26 36. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
 27 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
 28 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 29 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

30 37. Linkage means when a Client has attended at least one appointment or made one visit to the
 31 identified program or service for which the Client has received a referral or to which they have self-
 32 referred.

33 38. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
 34 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
 35 employees who have direct contact with the individuals served.

36 39. Medi-Cal means the State of California’s implementation of the federal Medicaid health care
 37 program which pays for a variety of medical services for children and adults who meet eligibility criteria.

1 40. Medi-Cal Certified Peer Specialists means an individual in a paid position who has been
 2 through the same or similar Recovery process as those being assisted to attain their Recovery goals. A
 3 Certified Peer Specialist practice is informed by personal experience.

4 41. Medical Necessity means that a service is medically necessary if it is needed in order to
 5 address a particular mental health condition. Four parts must be present to meet the criteria for medical
 6 necessity: 1) a covered diagnosis per COUNTY’s MHP, 2) an impairment as a result of the disorder that
 7 affects Client’s ability to function individually or in the community, 3) the intervention needed must be
 8 focused on addressing the impairment, and 4) the intervention must meet specialty mental health service
 9 criteria (i.e., the condition being treated would be responsive to mental health treatment, but would not be
 10 responsive to physical health care based treatment).

11 42. Medication Services means face-to-face or telehealth/telephone services provided by a
 12 licensed physician, licensed psychiatric nurse practitioner, or other qualified medical staff. This service
 13 shall include documentation of the clinical justification for use of the medication, dosage, side effects,
 14 compliance, and response to medication.

15 43. The Behavioral Health Services Act (BHSA) means a voter-approved initiative to develop a
 16 comprehensive approach to providing community-based behavioral health services and supports for
 17 California residents.

18 44. MHP means COUNTY as the MHP Manager with COUNTY clinics as well as COUNTY
 19 contracted clinics, including CONTRACTOR, being providers in the Plan.

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

23 a. Assessment/Mental Health Evaluation means services designed to provide formal,
 24 documented evaluation or analysis of the cause or nature of a Client’s mental, emotional, or behavioral
 25 disorders. The Parties understand that such services shall be primarily limited to initial telephone intake
 26 examinations to triage and refer the Client to a Network Provider who shall develop the treatment/service
 27 plan. Cultural issues should be addressed where appropriate. Additionally, this evaluation should include
 28 an appraisal of the individual’s community functioning in several areas including living situation, daily
 29 activities, social support systems and health status.

30 b. Collateral Therapy means face-to-face or telephone contact(s) with significant others in
 31 the life of the Client necessary to meet the mental health needs of the Client.

32 c. Family Therapy means a clinical service that includes family members identified by the
 33 Client in the treatment process, providing education about factors important to the Client’s treatment as
 34 well as holistic recovery of the family system.

35 d. Individual Therapy means a goal directed face-to-face therapeutic intervention with the
 36 Client which focuses on the mental health needs of the Client.

37 //

1 e. Group Therapy means a goal directed face-to-face therapeutic intervention with a group
2 of no less than two (2), and for SUD no more than twelve (12), Clients receiving services at the same
3 time. Such intervention shall be consistent with the Clients goals and focus primarily on symptom
4 reduction as a means to improve functional impairments.

5 46. Milestones of Recovery Scale (MORS) refers to a Recovery scale that COUNTY uses in
6 Adult and Older Adult Behavioral Health programs. The scale assigns Clients to their appropriate level
7 of care and replaces diagnostic and acuity of illness-based tools.

8 47. National Provider Identifier (NPI) means the standard unique health identifier that was
9 adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
10 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
11 HIPAA standard transactions. The NPI is assigned for life.

12 48. Network Provider means mental health service providers credentialed and under contract
13 with CONTRACTOR. Such providers may be individual practitioners, provider groups, or clinics.

14 49. Notice of Adverse Benefit Determination (NOABD), as outlined in California Code of
15 Regulations Title 9 Chapter 11 Section 1850.210 and Title 22, Section 50179 means to provide formal
16 written notification via hand-delivery or mail to Medi-Cal Beneficiaries and faxed or mailed to
17 ADMINISTRATOR when services are denied, modified, reduced, delayed, suspended or terminated as
18 specified by State standards.

19 50. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
20 disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care provider
21 as set forth in HIPAA.

22 51. Outreach means linking Clients to appropriate Mental Health Services within the community.
23 Outreach activities will include educating the community about the services offered and requirements for
24 participation in the various mental health programs within the community. Such activities will result in
25 CONTRACTOR developing its own Referral sources for programs being offered within the community.

26 52. Out-of-County means any California county other than Orange County or border community.

27 53. Patients' Rights Advocacy means the group responsible for providing outreach and
28 educational materials to inform Clients about their rights and remedies in receiving mental health
29 treatment; representing Client' interests in fair hearings, grievances and other legal proceedings related to
30 the provision of services; and monitoring mental health programs for compliance with patients' rights
31 legal standards as the designee of the Local Mental Health Director.

32 54. Primary Source Verification means procedures for the review and direct verification of
33 credentialing information submitted by care providers, including, but not limited to, confirmation of
34 references, appointments, and licensure.

35 55. Medi-Cal Certified Peer Specialist means an individual in a paid position who has been
36 through the same or similar Recovery process as those being assisted to attain their Recovery goals in the
37 CSU. A Peer Specialist is informed by personal experience.

1 56. Program Director means an individual who is responsible for all aspects of administration
2 and clinical operations of the behavioral health program, including development and adherence to the
3 annual budget. This individual also is responsible for the following: hiring, development and performance
4 management of professional and support staff, and ensuring mental health treatment services are provided
5 in concert with COUNTY and state rules and regulations.

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

12 58. Psychiatrist means an individual who meets the minimum professional and licensure
13 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience
14 treating children and TAY.

15 59. Quality Improvement (QI) means the use of interdisciplinary teams to review performance
16 measures to identify opportunities for improvement. The teams use participatory processes to analyze and
17 confirm causes for poor performance, design interventions to address causes, implement interventions,
18 and measure improvement. Successful improvements are then implemented wherever appropriate. Where
19 interventions are unsuccessful, the team again addresses the causes and designs new interventions until
20 improvements are achieved.

21 60. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
22 one percent (1%) of all “high-risk” Medi-Cal recipients in order to monitor and evaluate the quality and
23 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
24 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
25 the cases.

26 61. Referral means effectively linking Clients to other services within the community and
27 documenting follow-up provided within five (5) business days to assure that Clients have made contact
28 with the referred service(s).

29 62. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
30 of the California Business and Professions Code, who can provide clinical services to the Clients served.
31 The license must be current and in force, and has not been suspended or revoked.

32 63. Residential Counselor means an individual in a paid position who has a High School Diploma
33 or General Educational Development Certificate (GED) and two (2) years’ experience working in a paid
34 position in the mental health field.

35 64. Resource Recommendation means the process of providing a Client with one or more
36 suggested resources, without plans and/or an ability to follow up on Linkage status.

37 65. Retrospective Review means determination of the appropriateness or necessity of services

1 after they have been delivered, generally through the review of the medical or treatment record.

2 66. Self-Referral means when a Client or family member directly contacts a service provider with
3 the goal of receiving services for themselves or a family member, regardless of Linkage status.

4 67. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age
5 of eighteen (18) years who have a behavioral health disorder, as identified in the most recent edition of
6 the DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which
7 results in behavior inappropriate to the child's age according to expected developmental norms. W&I
8 5600.3.

9 68. Service Authorization means the determination of appropriateness of services prior to the
10 services being rendered, based upon medical or service necessity criteria. This includes the authorization
11 of outpatient services authorized by CONTRACTOR.

12 69. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health
13 disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which
14 interferes substantially with the primary activities of daily living, and which may result in an inability to
15 maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for
16 a long or indefinite period of time. W&I 5600.3.

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

21 71. Soft Token means the security device which allows an individual user to access COUNTY's
22 computer-based IRIS.

23 72. Structured Therapeutic Activities means organized program activities that are designed to
24 meet treatment goals and objectives for increased social responsibility, self-motivation, and integration
25 into the larger community. Such activities would include participation in the social structure of the
26 residential program. It includes the Client's progression, with increasing levels of responsibility and
27 independence through job and other assignments culminating in employment seeking and employment-
28 initiating activities in the community.

29 73. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
30 determining an individual's annual liability for Mental Health Services received from the COUNTY
31 mental health system and is set by the State of California. Every Client seen in any COUNTY or
32 COUNTY-contracted program needs an UMDAP regardless of contract payment structure, whether the
33 Contract is actual cost based or fee for service.

34 74. Unit of Service (UOS) means the measurement used to quantify services provided to a Client;
35 these units can vary depending on type of service in the MHP or DMC_ODS plans. Each one (1) hour
36 block that the Client receives crisis stabilization services shall be claimed. Partial blocks of time shall be
37 rounded up or down to the nearest one (1) hour increment except that services provided during the first

hour shall always be rounded up.

75. Wellness Action & Recovery Plan (WRAP) means a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

76. Utilization Management Program means the infrastructure required to carry out the concurrent review services according to this Contract, including, but not limited to, policies and procedures, request staffing and information systems.

77. Warm Hand-off means the process to allow for in-person (or Telehealth/telephonic, if clinically appropriate) care coordination and behavioral health linkages. For transitions of care, the warm handoff is the first step in establishing a trusted relationship between the Client and the new care provider to ensure seamless service delivery and coordination.

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is 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>
<u>RAMP UP COSTS</u>			
ADMINISTRATIVE COST			
Salaries	\$ 75,839	N/A	N/A
Benefits	\$ 16,541	N/A	N/A
Indirect Costs	<u>\$ 165,600</u>	N/A	N/A
SUBTOTAL	\$ 257,980	N/A	N/A
ADMINISTRATIVE COST			
PROGRAM COSTS			
Salaries	\$ 767,227	N/A	N/A
Benefits	\$ 167,332	N/A	N/A
Services and Supplies	\$ 694,117	N/A	N/A
Subcontractor	<u>\$ 45,000</u>		
SUBTOTAL PROGRAM COST	\$ 1,673,676	N/A	N/A
GROSS RAMP UP COST	\$ 1,931,656	N/A	N/A
REVENUE			

1	Medi-Cal Revenue	\$ 6,664,572	\$ 9,633,203	\$ 9,633,203
2	MHSA/BHSA	<u>\$ 1,931,656</u>	<u>0</u>	<u>0</u>
3	TOTAL REVENUE	\$ 8,596,228	\$ 9,633,203	\$ 9,633,203
4				
5	TOTAL AMOUNT NOT TO	\$ 8,596,228	\$ 9,633,203	\$ 9,633,203
6	EXCEED			

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

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

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

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

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

37 **III. PAYMENTS**

1 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
 2 pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates
 3 of reimbursement; provided, however, the total of all such payments to CONTRACTOR shall not exceed
 4 COUNTY’s Total Amount Not to Exceed as set forth in the Referenced Contract Provisions of the
 5 Contract; and provided further, that CONTRACTOR’s costs are allowable pursuant to applicable
 6 COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services
 7 due to non-compliance with licensure and/or certification standards of the state or COUNTY,
 8 ADMINISTRATOR may elect to reduce COUNTY’s Total Amount Not to Exceed proportionate to the
 9 length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure
 10 compliance with all Medi-Cal billing and documentation requirements when entering Units of Service
 11 into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated
 12 with non-compliant billing practices. If Corrective Action Plans (CAP) are not completed within
 13 timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

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

17 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a
 18 monthly basis. The monthly invoice(s) shall match what CONTRACTOR has entered into IRIS at the
 19 time of submission. Supplemental Invoice(s) can be submitted if provider has services not yet entered
 20 into IRIS at time of original submission. It is CONTRACTOR’s responsibility to ensure invoice UOS
 21 match what was transmitted to the State. ADMINISTRATOR shall review billing and remit to Accounting
 22 for submission to the State Medi-Cal unit. If, at any time, CONTRACTOR’s IRIS UOS, do not agree with
 23 UOS billed on monthly invoices, ADMINISTRATOR, will review with CONTRACTOR, and may hold
 24 invoice for processing until a corrected invoice is received with approved UOS.

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

Medi-Cal Reimbursement Rates	
Provider Type	Contractor Minute Baseline Rate
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	
Hourly Rate (up to 23 hours)	\$215.00/hour
Ramp Up Costs (reimbursable through November 30, 2025)	Actual Cost

B. PAYMENT METHOD

1. Reimbursement Rates: COUNTY shall pay CONTRACTOR monthly in arrears, however, the total of such payments 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 II.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 Units of Service; however, the total of all such payments to CONTRACTOR 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 less units were approved than billed, COUNTY shall reduce the next invoice amount.

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

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

6 d. CONTRACTOR shall ensure compliance with all Medi-Cal billing and documentation
 7 requirements when entering UOS into COUNTY IRIS system. ADMINISTRATOR shall withhold
 8 payment for non-compliant UOS, and may reduce, withhold or delay any payment associated with non-
 9 compliant billing practices.

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

17 a. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 18 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
 19 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 20 CONTRACTOR.

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

23 C. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source
 24 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
 25 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
 26 receipts, receiving records, and records of services provided.

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

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

31
 32 **IV. REPORTS**

33 A. CONTRACTOR is required to comply with all applicable reporting requirements, including the
 34 requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9 of
 35 the California Code of Regulations, as well as any reports required of LPS designated facilities in the
 36 County of Orange.

37 B. CONTRACTOR shall enter demographic information of all Clients served, direct services

1 information, and other appropriate data into COUNTY's data information system (IRIS), including the
2 utilization of the BHS Access Logs and NOABD reporting as required for all programs.

3 C. FISCAL

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

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

17 D. STAFFING

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

26 E. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
27 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
28 include, but not limited to, descriptions of any performance objectives, outcomes, and/or interim findings
29 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
30 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
31 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
32 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than the twentieth
33 (20th) calendar day following the end of the month being reported.

34 F. On a monthly basis, CONTRACTOR shall report the following information to
35 ADMINISTRATOR for the CSU services:

- 36 1. Number of admissions, both involuntary and voluntary;
37 2. Referral source;

- 3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);
- 4. Average daily census;
- 5. Average length of stay (LOS);
- 6. Number of discharges and inpatient transfers;
- 7. Type of residence upon discharge;
- 8. Instances of Restraint and Seclusions/Initiated and Instances of Seclusions;
- 9. Percentages of Clients seen for medication by MD/NP within an hour;
- 10. Percentages Discharged to a lower level of care and higher level of care;
- 11. Number of stays over twenty-four (24) hours and respective LOS for each;
- 12. A mutually agreed upon measure of seclusion and restraint utilization;
- 13. Recidivism, defined as readmissions occurring up to 14 and 60 calendar days post-discharge;

and

14. Data regarding recidivating Clients with unmet needs, defined as Clients with four or more admissions in a month.

15. Summary of Satisfaction Survey Results

G. ACCESS LOG – CONTRACTOR shall enter all appropriate services into County BHS Access Log in IRIS.

H. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue that materially or adversely affect the quality or accessibility of services provided by, or under contract with, COUNTY.

I. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of the Clients seen, including, but not limited to, serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident in the form of a Special Incident Report (SIR). CONTRACTOR shall also notify Community Care Licensing (CCL) within twenty-four (24) hours of any such serious adverse incidents.

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

K. CONTRACTOR shall inform ADMINISTRATOR of any problems in collecting data, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Contract shall be included.

L. CONTRACTOR shall, upon ADMINISTRATOR’s request, revise and make changes to all reports as needed.

M. On a monthly basis, CONTRACTOR shall report the following information to

ADMINISTRATOR for the Crisis Stabilization services:

1. Upon the admission and discharge of each client, CONTRACTOR will consistently update the Chorus Bed Board in real-time, ensuring that ADMINISTRATOR has access to the most current information regarding the availability of open beds upon request.

2. On a monthly basis or as requested by ADMINISTRATOR, CONTRACTOR shall report the following information to ADMINISTRATOR:

- a. number of admissions;
- b. referral source upon admission;
- c. type of funding upon admission;
- d. average length of stay;
- e. number of admissions by funding (Medi-Cal, unfunded, etc.);
- f. average daily census;
- g. number of discharges;
- h. type of residence on discharge (independent, home with family, Sober Living, etc.);
- i. voluntary and involuntary hospitalizations that occur during Client’s stay or within forty-eight (48) hours of discharge;
- j. readmissions within forty-eight (48) hours and within fourteen (14) days of discharge;

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify this Reports paragraph in Exhibit A.

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to Clients aged thirteen (13) and above at the following facility, which meets the minimum requirements for Medi-Cal eligibility:

7800 Marine Way,
Irvine, CA 92618

2. CONTRACTOR shall provide Crisis Stabilization Services twenty-four (24) hours per day seven (7) days per week, 365 days per year.

3. CONTRACTOR shall continue service delivery as existing provider of service and there shall be no disruption in services.

4. The facility shall have access for persons presenting on a drive-up basis, walk-in, via police drop off and ambulance delivery.

5. The facility shall have the majority of the space dedicated to Clients served and their care. Treatment areas shall be in visible line of sight from the nursing area. Space shall be allocated for: rest;

1 socialization/living room; dining; quiet rooms for agitated persons; private intake/exam space; medication
 2 room; and sufficient workspace for staff and conference/meeting rooms. Space shall be designed for the
 3 Clients treated and treatment staff to comingle for the majority of the time and shall enable them to work
 4 together in an easily accessible fashion. There shall be space dedicated for their families and significant
 5 others/support network to receive collateral treatment and areas for family/significant others to participate
 6 in program, visit, and stay with the Client being treated as clinically indicated. Nursing stations will be
 7 open and easily accessible for staff and Clients to communicate.

8 6. The facility shall be used exclusively for the CSU and COUNTY shall have full access to the
 9 facility and to COUNTY’s service providers at any time. CONTRACTOR is responsible for maintenance,
 10 repair, and capital improvements to the facility.

11 7. The facility shall meet the standards of the applicable sections of:

12 a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for
 13 Crisis Stabilization Services;

14 b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in
 15 45 CFR 84.1 et seq.);

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

19 d. All SD/MC requirements as delineated in California Code of Regulations, Title 9,
 20 Chapter 11, Medi-Cal Specialty Mental Health Services; and

21 e. All applicable requirements delineated in Division 5 of the California Welfare &
 22 Institutions Code and required by ADMINISTRATOR for LPS designated facilities.

23 8. CONTRACTOR shall be SD/MC certified prior to the effective date for commencing
 24 contracted services. To obtain COUNTY’s certification of CONTRACTOR’s site, CONTRACTOR shall
 25 be responsible for making any necessary changes to meet or maintain Medi-Cal site standards.

26 9. CONTRACTOR shall be LPS designated prior to the effective date for commencing
 27 contracted services for Clients involuntarily detained on Welfare and Institutions Code 5150 or 5585
 28 holds.

29 10. The facility shall have a capacity to serve twenty-four (24) Clients at one time and twenty-
 30 four (24) Clients per day and will include adequate physical space to support the services identified within
 31 this Contract.

32 11. CONTRACTOR’s administrative staff holiday schedule shall be consistent with COUNTY’s
 33 holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

34 **B. INDIVIDUALS TO BE SERVED:**

35 1. Orange County residents who are adolescents ages thirteen (13) years to seventeen (17) years,
 36 adults ages eighteen (18) years and up, including Transitional Age Youth (TAY) between the ages of
 37 eighteen (18) years and twenty-five (25).

1 2. Experiencing a behavioral health emergency, may have a co-occurring disorder, at risk of
2 hospitalization and cannot wait for a regularly scheduled appointment; and

3 C. SERVICES TO BE PROVIDED

4 1. CONTRACTOR shall provide psychiatric crisis stabilization services to individuals in
5 behavioral health crisis on a twenty-four (24) hours a day basis to provide a viable option to the default
6 presentation to emergency departments. Crisis Stabilization Services shall be rendered to any individual
7 presenting for services who is in a behavioral health crisis and cannot wait for their regularly scheduled
8 appointment if it is medically safe to do so. Crisis Stabilization services shall include, but are not limited
9 to: psychiatric assessment, physical screening, collateral history, therapy, crisis intervention, medication
10 services, education, nursing assessment, peer specialist services, coordination of referrals to continuing
11 care and emergency housing, post discharge planning and facilitation of transfer of Clients to inpatient
12 treatment facilities when clinically appropriate and indicated. Services described herein are primarily
13 designed to provide timely and effective crisis intervention and stabilization for persons experiencing
14 behavioral health emergencies. The goals also include: minimize distress for the Client/family resulting
15 from lengthy waits in emergency departments, reduce the wait time for law enforcement presenting
16 Clients for emergency behavioral health treatment; and treating the Client in the least restrictive, most
17 dignified setting as appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment
18 options whenever possible and appropriate. Services shall be provided in compliance with Welfare &
19 Institutions Code and consistent with all patients' rights regulations, upholding the dignity and respect of
20 all Clients served and meeting the goals for such services. The services shall also be provided utilizing
21 Trauma Informed and Recovery Model principles that are person-centered, strengths-based,
22 individualized, focused on imparting hope and identifying strengths and resiliency in all persons served.
23 Services shall be tailored to the unique strengths of each Client and will use shared decision-making to
24 encourage the Client to manage their behavioral health treatment, set their own path toward recovery and
25 fulfillment of their hopes and dreams. CONTRACTOR shall have an affiliation with an identified hospital
26 that will be providing the facility with access to medical, laboratory and pharmaceutical support prior to
27 initiating services.

28 2. CONTRACTOR shall perform clinical and psycho-diagnostic assessment using the most
29 recent DSM and/or ICD10 to include clinical consideration of each fundamental need: physical,
30 psychological, familial, educational, social, environmental and recreational. Additional examinations,
31 tests and evaluations may be conducted as clinically indicated. Findings of the examinations and
32 evaluations shall be documented in the client record and signed by CONTRACTOR's appropriate and
33 responsible staff.

34 3. CONTRACTOR shall provide psychiatric evaluations by licensed psychiatrist or psychiatric
35 nurse practitioner(s) who shall issue prescriptions and order medications as clinically indicated.
36 Medication support services shall include a system of medication quality review provided by well-trained,
37 experienced psychiatrists knowledgeable in the use of medication to improve functioning.

1 4. CONTRACTOR shall complete physical health assessments which shall be performed by a
2 physician, doctor of osteopathy, a nurse practitioner or registered nurse. CONTRACTOR shall provide
3 or arrange for laboratory tests as are necessary to adequately complete the assessment and to support
4 continued psychiatric stabilization of the Client. Non-emergency medical intervention will be provided
5 on-site by qualified and trained and appropriately licensed individuals.

6 5. CONTRACTOR shall engage both the Client and the Clients' family or other significant
7 support persons whenever possible. Such collateral services may include providing therapy to
8 parents/guardians, adult caregivers or significant others to help the Client in maintaining living
9 arrangements in the community. CONTRACTOR shall refer such caregiver(s) to appropriate community
10 supports, and/or educational services. CONTRACTOR shall document contact with family/support
11 persons or document why such contact is not possible or not advisable.

12 6. CONTRACTOR shall obtain valid consents from the Clients, parents or courts for treatment
13 as required.

14 7. CONTRACTOR shall provide a sufficient amount of treatment services at all times to
15 accommodate the Clients served and their supports not able to participate during regular daytime hours.

16 8. CONTRACTOR shall provide individual sessions for intake, recovery planning, and
17 discharge. Additional individual counseling sessions shall take place as clinically necessary.

18 9. CONTRACTOR shall use individual therapy, brief intensive services, motivational
19 interviewing, and short-term group therapy modalities including psycho-educational, cognitive behavioral
20 and self-soothing therapy techniques.

21 10. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may
22 include, but not be limited to: building a wellness toolbox or resource list, trauma informed principles of
23 self-care, healthy habits, symptom monitoring, triggers and early warning signs of symptoms/relapse,
24 identifying a crisis plan, and WRAP, etc.

25 11. CONTRACTOR shall provide all medically necessary substance use disorder treatment
26 services for Clients who are living with a co-occurring substance use disorder problem in addition to their
27 behavioral health issues as appropriate and shall make appropriate referrals to the SUD system of care for
28 needs that extend beyond those that co-occur during the course of the mental health crisis stabilization
29 episode.

30 12. CONTRACTOR shall develop strategies to advance trauma-informed care and to
31 accommodate the vulnerabilities of trauma survivors.

32 13. Services are to be provided in an environment which is compatible with and supportive of a
33 recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique
34 strengths of each Client. The focus will be on personal responsibility for symptom management and
35 independence, which fosters empowerment, hope, and an expectation of recovery from behavioral health
36 illness. Recovery oriented and trauma informed language and principles shall be evident and incorporated
37 in CONTRACTOR's policies, program design and space, and practice.

1 14. CONTRACTOR shall sustain a culture that supports and employs Peer Specialists in
2 providing supportive socialization for Clients that will assist in their recovery, self-sufficiency and in
3 seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of
4 recovery as much as possible to stimulate the milieu with the notion that recovery is possible and to
5 destigmatize behavioral health issues, inspire, and provide guidance.

6 15. CONTRACTOR shall ensure that Clients leave the facility with a medication supply (seven
7 (7) to fourteen (14) day supply) sufficient to bridge them to their aftercare appointment with a prescribing
8 provider by establishing a contractual agreement with a licensed pharmacy to deliver and supply discharge
9 medications as necessary.

10 16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their
11 prescribing practices and in accordance with the HCA Behavioral Health Services (BHS) practice
12 guidelines.

13 17. CONTRACTOR shall have light meals and snacks available. Food will be nutritious and
14 balanced and consist of an array of different foods that consider the special dietary and ethnic and cultural
15 needs/values of the Clients served.

16 18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of
17 care and community-based services designed to avoid hospitalization.

18 19. CONTRACTOR shall develop a written discharge and aftercare plan, including written
19 discharge instructions for each Client that shall be based on the assessment and diagnosis of that Client.
20 The discharge/aftercare plan and discharge instructions shall include all required elements for designated
21 facilities.

22 20. CONTRACTOR shall make follow up calls to assist Clients in making successful linkage to
23 on-going behavioral health services. Such calls shall be initiated within twenty-four (24) hours during
24 business days and seventy-two (72) hours of discharge during weekend periods and shall be documented
25 in the medical record as a Care Coordination Services as appropriate.

26 21. As a outpatient CSU facility, the facility may evaluate and treat Clients for no longer than
27 twenty-three (23) hours and fifty-nine (59) minutes. CONTRACTOR shall have a process in place for
28 describing actions taken when a person seen at the CSU has an episode that exceeds the twenty-three (23)
29 hours and fifty-nine (59) minute limitation for a CSU stay. At a minimum, CONTRACTOR shall notify
30 COUNTY's Patient Rights Advocate of these instances. CONTRACTOR shall follow designated
31 outpatient requirements as modified by the state for Crisis Stabilization.

32 22. CONTRACTOR is responsible to provide or arrange for the transport of Clients requiring an
33 inpatient level of care. This may include establishing a system both emergency and non emergency
34 transportation.

35 D. QUALITY IMPROVEMENT

36 1. CONTRACTOR shall participate in any clinical case review and implement any
37 recommendations made by COUNTY to improve the care provided to the individuals seen.

1 2. CONTRACTOR shall conduct Supervisory Review in accordance with procedures
 2 developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
 3 with all federal, state, and local guidelines and standards.

4 3. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
 5 reflected in the individual’s chart within twenty-four (24) hours after completion of each service.

6 4. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
 7 Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR,
 8 which describes, but is not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting
 9 standards. CONTRACTOR shall have a utilization management process in place to internally monitor
 10 documentation and billing standards on a routine basis.

11 5. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
 12 including the capability to utilize COUNTY’s IRIS system, to enter appropriate data. CONTRACTOR
 13 shall regularly review one hundred percent (100%) of their charting for accuracy and clinical
 14 appropriateness, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps
 15 and establish mechanisms to prevent inaccurate claim submissions and follow up on corrections in a
 16 timely manner. CONTRACTOR agrees to develop their own Electronic Health Record or agree to utilize
 17 COUNTY’s IRIS system as their primary electronic record, eliminating the need for dual entry.

18 6. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
 19 improvement meetings and processes. Such records and minutes also are subject to regular review by
 20 ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
 21 ADMINISTRATOR’s P&P.

22 7. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
 23 meetings and complete all Medication Monitoring reports required by COUNTY.

24 8. CONTRACTOR shall allow COUNTY to review the quantity and quality of services
 25 provided pursuant to this Contract. This review will be conducted at CONTRACTOR's facility(ties)
 26 and/or by remote review and will consist of a review of medical and other records of clients provided
 27 services pursuant to the Contract.

28 9. At all times during the term of this Contact, CONTRACTOR shall maintain a compliance
 29 program in accordance with COUNTY .

30 10. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited
 31 to, the following:

32 a. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical
 33 care and implement any recommendations made by COUNTY to improve individual care.

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

- 1 c. Any trainings that COUNTY recommends or deems necessary.
- 2 d. Any presentations/in-services as requested by COUNTY to educate other COUNTY and
- 3 COUNTY-contracted providers regarding the aforementioned services and pertaining to new
- 4 providers/systems of care so that CONTRACTOR is educated, apprised, up to date, knowledgeable and
- 5 part of the larger COUNTY system of care.
- 6 e. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR
- 7 and/or ADMINISTRATOR.
- 8 11. CONTRACTOR will follow the following guidelines for COUNTY tokens:
- 9 a. CONTRACTOR recognizes access Soft Tokens are granted to specific staff members
- 10 with a unique password. Passwords are not to be shared with anyone.
- 11 b. CONTRACTOR shall maintain an inventory of staff members granted access to Soft
- 12 Tokens.
- 13 c. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
- 14 Token for each staff member assigned a Token.
- 15 d. CONTRACTOR shall notify ADMINISTRATOR when changes have occurred under
- 16 the following conditions:
- 17 1) Each staff member who no longer supports this Contract;
- 18 2) Each staff member who no longer requires access to the HCA IRIS;
- 19 3) Each staff member who leaves employment of CONTRACTOR;
- 20 4) If Soft Token is malfunctioning; or
- 21 5) Termination of Contract.
- 22 e. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.
- 23 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if
- 24 available, and if applicable.
- 25 12. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the
- 26 Secretary of HHS under HIPAA of 1996 for health care providers.
- 27 a. All HIPAA covered healthcare providers, individuals and organizations must obtain a
- 28 NPI for use to identify themselves in HIPAA standard transactions.
- 29 b. CONTRACTOR, including each employee that provides services under the Contract,
- 30 will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
- 31 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
- 32 ADMINISTRATOR, all NPI as soon as they are available.
- 33 13. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
- 34 service provided under the Contract to individuals who are covered by Medi-Cal and have not previously
- 35 received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the
- 36 NPP for COUNTY, as the MHP, to any individual who received services under the Contract.
- 37 14. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to

1 conduct research activity on individuals seen in COUNTY services without obtaining prior written
 2 authorization from ADMINISTRATOR.

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

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

- 12 a. Admission Criteria and Admission Procedure;
- 13 b. Assessments;
- 14 c. Individual and Group Counseling Sessions;
- 15 d. Crisis Intervention/Evaluation for Involuntary Holds;
- 16 e. Treatment of Non-Compliant Individuals/Unplanned Discharges;
- 17 f. Medication Management and Medication Monitoring;
- 18 g. Recovery Program Policies and Practices;
- 19 h. Community Integration/Case Management/Discharge Planning;
- 20 i. Documentation Standards;
- 21 j. Quality Management/Performance Outcomes;
- 22 k. Individual Rights;
- 23 l. Personnel/In service Training;
- 24 m. Ensuring Proper Staffing;
- 25 n. Unusual Occurrence Reporting;
- 26 o. Code of Conduct/Compliance;
- 27 p. Mandated Reporting;
- 28 q. Seclusion and Restraints;
- 29 r. De-escalation Techniques, including use of voluntary and/or emergency medications;
- 30 s. Meals and Snack Services;
- 31 t. Transportation Services;
- 32 u. Peer Support Services;
- 33 v. Chart Review Protocol; and
- 34 w. Any/all required LPS Designation Protocols.

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

- 37 a. Orientation to the programs' goals and P&Ps;

- b. Training on subjects as required by state regulations;
- c. Orientation to the services in this Paragraph V. of this Exhibit A to the Contract;
- d. Recovery philosophy, Trauma Informed Care and individual empowerment;
- e. Crisis intervention and de-escalation;
- f. Substance use disorder and dependence;
- g. Motivational interviewing;
- h. Seclusion and Restraints;
- i. Crisis Prevention and Crisis Intervention Training;
- j. Documentation Training;
- k. Assessment and Diagnosis;
- l. LPS Involuntary Detention Policies; and
- m. Community and Ancillary Resources.

E. PROGRAM DIRECTOR – The Program Director will have ultimate responsibility for the program (s) and will ensure the following:

1. CONTRACTOR shall maintain adequate records on each individual seen in services, which shall include all required forms and evaluations, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services;

2. CONTRACTOR shall designate a qualified reviewer of records. This reviewer shall complete one hundred percent (100%) review of individual charts regarding clinical documentation, ensuring all charts are in compliance with medical necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

3. Provide clinical direction and training to staff on all clinical documentation;

4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);

5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues, professional consultations, or medication evaluations; and

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

F. PERFORMANCE OUTCOMES

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

a. Sustain an average daily census of twenty-two (22) unduplicated individuals per day based upon the number of recliners proposed;

b. At least fifty-five percent (55%) of Clients admitted shall be successfully stabilized and returned to the community;

c. At least eighty-five percent (85%) success rate of linking discharged clients to a lower

1 level of care within 10 business days;

2 d. At least ninety-five percent (95%) of clients will be seen by a doctor within one hour of
3 admission; and

4 e. CONTRACTOR shall participate in a shared bed board with other COUNTY and
5 COUNTY-contracted CSUs to ensure flow of clients through services and to avoid duplication of efforts
6 regarding referrals.

7 f. CONTRACTOR shall allow COUNTY access to daily census at any time and shall allow
8 access to all client records.

9 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
10 Paragraph of this Exhibit A to the Contract.

11
12 **VI. STAFFING**

13 A. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are
14 performed in an efficient manner.

15 B. Crisis Stabilization Services:

16 1. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis
17 Stabilization services; shall have as Head of Service a licensed mental health professional in conformance
18 to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed
19 MFT or RN; and shall have one RN on-site at all times.

20 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
21 any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall
22 include at a minimum the following information: employee name(s), position title(s), date(s) of
23 resignation, date(s) of hire, and a description of recruitment activity.

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

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

35 F. CONTRACTOR shall maintain personnel files for each staff person, including management and
36 other administrative positions, both direct and indirect to the Contract, which shall include, but not be
37 limited to, an application for employment, qualifications for the position, applicable licenses, waivers,

1 | registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations
2 | justifying pay increases.

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

9 | H. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or
10 | family members of persons in recovery. These individuals shall not be currently receiving services directly
11 | from CONTRACTOR. Documentation may include, but not be limited to, the following: records
12 | attesting to efforts made in recruitment, hiring practices and identification of measures taken to enhance
13 | accessibility for potential staff in these categories.

14 | I. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to
15 | discharging duties associated with their titles and any other training necessary to assist CONTRACTOR
16 | and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal
17 | regulatory requirements.

18 | J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or
19 | unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
20 | Supervision methods should include debriefings and consultations as needed, individual supervision or
21 | one-on-one support, and team meetings. Supervision should be provided by a supervisor who has
22 | extensive knowledge regarding behavioral health issues.

23 | K. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
24 | approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as
25 | specified in their respective job descriptions or work contracts.

26 | 1. Student intern services shall not comprise more than twenty percent (20%) of total services
27 | provided.

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

31 | M. CONTRACTOR shall provide detailed job descriptions, including education and experience
32 | requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

33 | N. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
34 | Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal
35 | to an average of forty (40) hours work per week.

DIRECT PROGRAM	FTEs	PROVIDER TYPE
Regional Director of Nursing	0.17	Registered Nurse/Nurse Practitioner

1	Regional Clinical Director	0.17	LCSW/LMFT/LPCC/Psychologist
2			
3			
4	Program Administrator	1.00	N/A
5	Clinical Director	1.00	N/A
6	Program Director	1.00	LCSW/LMFT/LPCC/Psychologist
7	RN Supervisor	1.00	Registered Nurse/Nurse Practitioner
8	Registered Nurse	4.60	Registered Nurse
9	LVN/LPT	12.00	Licensed Vocational Nurse/Licensed Psychiatric Tech
10	Mental Health Specialist II	13.00	LCSW/MFT/LPCC
11	Peer Support Specialist	12.00	Peer Support Specialist
12	Resource Specialist	1.00	N/A
13	Quality Assurance	1.00	N/A
14	Psychiatrist/Nurse Practitioner (subcontract)	5.00	Licensed Physician/Nurse Practitioner
15	Billing Clerk	2.00	N/A
16	Office Assistant	4.60	N/A
17	TOTAL DIRECT PROGRAM FTEs	59.54	

NON DIRECT PROGRAM	FTEs	PROVIDER TYPE
18 Regional Human Resources Manager	0.10	N/A
19 Talent Acquisition Specialist	0.10	N/A
20		
21		
22		
23 Training Coordinator	0.20	N/A
24 Training Clerk	0.10	N/A
25 Human Resources Coordinator	0.40	N/A
26 TOTAL NON DIRECT PROGRAM FTEs	.90	

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

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

- 1 4. Maintain appropriate staffing levels;
- 2 5. Request budget and/or staffing modifications to the Contract;
- 3 6. Effectively communicate in a proactive manner and monitor the program for its success;
- 4 7. Track and report expenditures electronically;
- 5 8. Maintain electronic and telephone communication between key staff and the Contract and
- 6 Program Administrators; and
- 7 9. Act quickly to identify, report and solve problems.

8 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing

9 Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
TO CONTRACT FOR PROVISION OF
CRISIS STABILIZATION SERVICES IRVINE CAMPUS
BETWEEN
COUNTY OF ORANGE
AND
STARS BEHAVIORAL HEALTH GROUP, INC., DBA
COASTAL STAR BEHAVIORAL HEALTH
JULY 1, 2025 THROUGH JUNE 30, 2028

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I. BUSINESS ASSOCIATE CONTRACT

13

A. GENERAL PROVISIONS AND RECITALS

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1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of

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.

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

1 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
 36 a time and manner to be determined by COUNTY, that information collected in accordance with the
 37 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of

1 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

8 D. SECURITY RULE

9 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
 10 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
 11 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
 12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
 13 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
 14 HIPAA Security Rule pertaining to the security of electronic PHI.

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

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

21 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

31 2. CONTRACTOR shall provide the notification of the Breach immediately to the County
 32 Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification
 33 within 24 hours of the oral notification.

34 3. CONTRACTOR’s notification shall include, to the extent possible:

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

37 b. Any other information that COUNTY is required to include in the notification to

1 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
 2 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
 3 set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

13 5) Contact procedures for Individuals to ask questions or learn additional information,
 14 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

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

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

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

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

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

10 1) The Disclosure is required by law; or

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

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

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

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

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

24 G. OBLIGATIONS OF COUNTY

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

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

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

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

36 H. BUSINESS ASSOCIATE TERMINATION
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1 1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the
2 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

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

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EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 CRISIS STABILIZATION SERVICES IRVINE CAMPUS
 BETWEEN
 COUNTY OF ORANGE
 AND
 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 COASTAL STAR BEHAVIORAL HEALTH
 JULY 1, 2025 THROUGH JUNE 30, 2028

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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