

1 CONTRACT FOR PROVISION OF  
 2 GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES REGION C  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 TELECARE CORPORATION  
 7 JULY 1, 2022 THROUGH JUNE 30, 2025

8  
 9 THIS CONTRACT entered into this 1st day of July 2022 (effective date), is by and between the  
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE  
 11 CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and  
 12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as  
 13 "Parties." This Contract shall be administered by the County of Orange Health Care Agency  
 14 (ADMINISTRATOR).

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of General  
18 Population Full Service Partnership Services described herein to the residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2022 through June 30, 2025

Period One means the period from July 1, 2022 through June 30, 2023

Period Two means the period from July 1, 2023 through June 30, 2024

Period Three means the period from July 1, 2024 through June 30, 2025

**Amount Not to Exceed:**

Period One Amount Not to Exceed: \$ 6,679,600

Period Two Amount Not to Exceed: 6,679,600

Period Three Amount Not to Exceed: 6,679,600

Total Amount Not to Exceed: \$20,038,800

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 07-654-7363

**CONTRACTOR TAX ID Number:** 94-1735271

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Telecare Corporation  
Dawan Utecht, Senior Vice President,  
1080 Marina Village Parkway, Suite 100  
Alameda, CA 94501  
DUtecht@telecarecorp.com

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## I. ACRONYMS

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

1		
2		
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4	A. AES	Advanced Encryption Standard
5	B. ARRA	American Recovery and Reinvestment Act of 2009
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CFR	Code of Federal Regulations
10	G. CEO	County Executive Office
11	H. CFR	Code of Federal Regulations
12	I. CHPP	COUNTY HIPAA Policies and Procedures
13	J. CHHS	California Health and Human Services Agency
14	K. CMPPA	Computer Matching and Privacy Protection Act
15	L. COI	Certificate of Insurance
16	M. DHCS	California Department of Health Care Services
17	N. DRS	Designated Record Set
18	O. E-Mail	Electronic Mail
19	P. EHR	Electronic Health Records
20	Q. ePHI	Electronic Protected Health Information
21	R. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
22	S. FFS	Fee For Service
23	T. FIPS	Federal Information Processing Standards
24	U. FTE	Full Time Equivalents
25	V. GAAP	Generally Accepted Accounting Principles
26	W. HCA	County of Orange Health Care Agency
27	X. HHS	Health and Human Services
28	Y. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
29		Law 104-191
30	Z. HITECH Act	Health Information Technology for Economic and Clinical Health
31		Act, Public Law 111-005
32	AA. HSC	California Health and Safety Code
33	AB. IEA	Information Exchange Agreement
34	AC. IRIS	Integrated Records and Information System
35	AD. ISO	Insurance Services Office
36	AE. LPS	Lanterman/Petris/Short (Act)
37	AF. MHP	Mental Health Plan

1	AG. MHIS	Mental Health Inpatient Services
2	AH. NIST	National Institute of Standards and Technology
3	AI. NPI	National Provider Identifier
4	AJ. NPP	Notice of Privacy Practices
5	AK. NPI	National Provider Identifier
6	AL. OIG	Office of Inspector General
7	AM. OMB	Office of Management and Budget
8	AN. OPM	Office of Personnel Management
9	AO. P&P	Policy and Procedure
10	AP. PC	California Penal Code
11	AQ. PHI	Protected Health Information
12	AR. PII	Personally Identifiable Information
13	AS. PRA	California Public Records Act
14	AT. SIR	Self-Insured Retention
15	AU. SNF	Skilled Nursing Facility
16	AV. SSA	Social Services Agency
17	AW. STP	Special Treatment Program
18	AX. TBS	Therapeutic Behavioral Services
19	AY. TRC	Therapeutic Residential Center
20	AZ. UMDAP	Uniform Method of Determining Ability to Pay
21	BA. UOS	Unit of Service
22	BB. USC	United States Code
23	BC. WIC	State of California Welfare and Institutions Code

## **II. ALTERATION OF TERMS**

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

1 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail  
2 each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and  
3 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf  
4 of said persons, shall be immediately given to COUNTY.

#### 6 **IV. COMPLIANCE**

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

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

13 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
14 compliance program, code of conduct and any compliance related policies and procedures.  
15 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall  
16 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
17 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to  
18 this Contract. These elements include:

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

26 3. If CONTRACTOR does not provide proof of its own compliance program to  
27 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
28 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
29 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR shall  
30 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.  
31 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
32 ADMINISTRATOR's annual compliance training to ensure proper compliance.

33 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
34 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
35 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
36 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.  
37 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a

1 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if  
2 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
3 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
4 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
5 CONTRACTOR shall revise its compliance program and code of conduct to meet  
6 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
7 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

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

33 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
34 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
35 Contract.

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

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

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

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

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

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

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

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

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

36 //

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

1 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
2 participate in the quality improvement activities developed in the implementation of the Quality  
3 Management Program.

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

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

#### 14 **V. CONFIDENTIALITY**

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

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

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

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

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

37 //

## **VI. CONFLICT OF INTEREST**

1  
2 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions  
3 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation  
4 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of  
5 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be  
6 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from  
7 providing or offering gifts, entertainment, payments, loans or other considerations which could be  
8 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of  
9 their duties.

## **VII. COST REPORT**

10  
11  
12 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to  
13 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or  
14 termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost  
15 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the  
16 Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs  
17 to and between programs, cost centers, services, and funding sources in accordance with such  
18 requirements and consistent with prudent business practice, which costs and allocations shall be  
19 supported by source documentation maintained by CONTRACTOR, and available at any time to  
20 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple agreements for  
21 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a  
22 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.  
23 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business  
24 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a  
25 consolidated Cost Report.

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

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

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

37 //

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

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

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

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

26          D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of  
27 services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the  
28 aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference  
29 to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with  
30 the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made by  
31 CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated  
32 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed  
33 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

34          E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of  
35 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the  
36 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the  
37 difference, provided such payment does not exceed the Amount Not To Exceed of COUNTY.

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

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

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17  
18 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //

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

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

#### 7 8                                   **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

37 //

## **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

## **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

30  
31  
32 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
33 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
34 and consultants performing work under this Contract meet the citizenship or alien status requirements  
35 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
36 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
37 employment eligibility status required by federal or state statutes and regulations including, but not

1 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
2 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
3 covered employees, subcontractors, and consultants for the period prescribed by the law.

## 4 5 **XII. EQUIPMENT**

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

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

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

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

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

35 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
36 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,

37 //

1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

### 9 10 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

### 22 23 **XIV. INDEMNIFICATION AND INSURANCE**

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

34 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
35 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
36 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
37 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements

1 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors  
2 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject  
3 to the same terms and conditions as set forth herein for CONTRACTOR.

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

13 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
14 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
15 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
16 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
17 Contract, agrees to all of the following:

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

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

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

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

29 F. QUALIFIED INSURER

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

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

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

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

23 H. REQUIRED COVERAGE FORMS

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

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

28 I. REQUIRED ENDORSEMENTS

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

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

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

1           2. The Network Security and Privacy Liability policy shall contain the following  
2 endorsements which shall accompany the COI:

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

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

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

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

15           L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy  
16 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the  
17 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
18 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
19 this Contract.

20           M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
21 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
22 the completion of the Contract.

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

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

27           P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
28 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation  
29 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

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

1 all legal remedies.

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

5 T. SUBMISSION OF INSURANCE DOCUMENTS

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

7 a. Prior to the start date of this Contract.

8 b. No later than the expiration date for each policy.

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

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

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

16 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
17 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the  
18 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
19 submitted to ADMINISTRATOR.

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

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

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

29  
30 **XV. INSPECTIONS AND AUDITS**

31 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
32 of the State of California, the Secretary of the United States Department of Health and Human Services,  
33 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
34 access to any books, documents, and records, including but not limited to, financial statements, general  
35 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly  
36 pertinent to this Contract, for the purpose of responding to a Client complaint or conducting an audit,  
37 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the

1 Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable  
2 times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in  
3 which they are provided.

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

8 C. AUDIT RESPONSE

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

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

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

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

28  
29 **XVI. LICENSES AND LAWS**

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

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

- 4 1. ARRA of 2009.
- 5 2. Trafficking Victims Protection Act of 2000.
- 6 3. Title 22, CCR, §51009, Confidentiality of Records.
- 7 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 8 5. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 9 6. State of California-Health and Human Services Agency, Department of Health Care  
10 Services, MHSD, Medi-Cal Billing Manual, October 2013.
- 11 7. Orange County Medi-Cal Mental Health Managed Care Plan.
- 12 8. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case  
13 Management.
- 14 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted  
15 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,  
16 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.
- 17 10. WIC, Division 5, Community Mental Health Services.
- 18 11. WIC, Division 6, Admissions and Judicial Commitments.
- 19 12. WIC, Division 7, Mental Institutions.
- 20 13. HSC, §§1250 et seq., Health Facilities.
- 21 14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 15. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 16. CCR, Title 17, Public Health.
- 24 17. CCR, Title 22, Social Security.
- 25 18. CFR, Title 42, Public Health.
- 26 19. CFR, Title 45, Public Welfare.
- 27 20. USC Title 42. Public Health and Welfare.
- 28 21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 29 22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 30 23. 42 USC §1857, et seq., Clean Air Act.
- 31 24. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 32 25. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 33 26. Policies and procedures set forth in Mental Health Services Act.
- 34 27. Policies and procedures set forth in DHCS Letters.
- 35 28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 36 29. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
37 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

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

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

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

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

30  
31 **XVIII. AMOUNT NOT TO EXCEED**

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

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

37 //

**XIX. MINIMUM WAGE LAWS**

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

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

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

**XX. NONDISCRIMINATION**

**A. EMPLOYMENT**

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

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

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

//  
//

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

### 34 **XXI. NOTICES**

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

37 //



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

5  
6 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14  
15 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

36 //

37 //



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

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

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

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

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

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

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

18 2. Provide auditor or other authorized individuals access to documents via a computer  
19 terminal.

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

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

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

29 L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges,  
30 billings, and revenues available at one (1) location within the limits of the County of Orange.

### 31 32 **XXVI. RESEARCH AND PUBLICATION**

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

36 //

37 //

**XXVII. REVENUE**

1  
2 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
3 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
4 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,  
5 according to their ability to pay as determined by the State Department of Health Care Services’  
6 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as  
7 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.  
8 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services  
9 because of an inability to pay.

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

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

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

**XXVIII. SEVERABILITY**

21  
22  
23 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
24 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
25 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
26 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
27 force and effect, and to that extent the provisions of this Contract are severable.

**XXIX. SPECIAL PROVISIONS**

28  
29  
30 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
31 purposes:

- 32 1. Making cash payments to intended recipients of services through this Contract.
- 33 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
34 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
35 use of appropriated funds to influence certain federal contracting and financial transactions).
- 36 3. Fundraising.

37 //

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
3 Directors or governing body.

4 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
5 body for expenses or services.

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

9 7. Paying an individual salary or compensation for services at a rate in excess of the current  
10 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
11 Schedule may be found at [www.opm.gov](http://www.opm.gov).

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

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

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

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

24 5. Purchasing or improving land, including constructing or permanently improving any  
25 building or facility, except for tenant improvements.

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

27 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
28 funds (matching).

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

### 31 32 **XXX. STATUS OF CONTRACTOR**

33 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
34 wholly responsible for the manner in which it performs the services required of it by the terms of this  
35 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
36 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
37 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
2 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
3 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
4 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
5 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
6 shall not be considered in any manner to be COUNTY's employees.

### 7 8 **XXXI. TERM**

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

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

### 17 18 **XXXII. TERMINATION**

19 A. Either party may terminate this Contract, without cause, upon 30 calendar days' written notice  
20 given the other party.

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
32 another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
34 required pursuant to this Contract.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
36 this Contract.

37 //

1           6. The continued incapacity of any physician or licensed person to perform duties required  
2 pursuant to this Contract.

3           7. Unethical conduct or malpractice by any physician or licensed person providing services  
4 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
5 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
6 Contract.

7           D. CONTINGENT FUNDING

8           1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

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

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

17           E. In the event this Contract is suspended or terminated prior to the completion of the term as  
18 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
19 sole discretion, reduce the Total Amount Not To Exceed of this Contract to be consistent with the  
20 reduced term of the Contract.

21           F. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

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

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

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

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

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

37 //

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

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

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

14  
 15 **XXXIII. THIRD PARTY BENEFICIARY**

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

19  
 20 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

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1 EXHIBIT A  
 2 TO THE CONTRACT FOR PROVISION OF  
 3 GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES REGION C  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 TELECARE CORPORATION  
 8 JULY 1, 2022 THROUGH JUNE 30, 2025  
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

36 //

37 //

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

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

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

17 8. Certified Chart Reviewer means an individual that obtains certification by completing all  
18 requirements set forth in the Authority and Quality Improvement Services Reviewer Training  
19 Verification Sheet.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

1 independent and self-sufficient as Clients move through the continuum of Recovery and there is  
2 evidence such as progressing to a lower level of care or out of the “intensive case management” need  
3 category.

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

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

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

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

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

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

31 26. Linkage means to assist an individual to connect with a referred service.

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

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

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

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

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

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

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

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

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

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

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

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37 //

1           30. Mental Health Worker means an individual that assists in planning, developing and  
2 evaluating mental health services for Clients; provides liaison between Clients and service providers;  
3 and has obtained a Bachelor's Degree in a behavioral science field such as psychology, counseling, or  
4 social work, or has two years of experience providing client related services to Clients experiencing  
5 issues related to their mental health, and substance use disorders. Education in a behavioral science field  
6 such as psychology, counseling, or social work may be substituted for up to one year of the experience  
7 requirement.

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

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

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

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

22           35. NOABD means Notice of Adverse Benefit Determination. An Adverse Benefit  
23 Determination is a Medi-Cal requirement defined to mean any of the following actions taken by a Plan:  
24 1) The denial or limited authorization of a requested service, including determinations based on the type  
25 of level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2)  
26 The reduction, suspension, or termination of a previously authorized service; 3) The denial, in whole or  
27 in part, of payment for a service; 4) The failure to provide services in a timely manner; 5) The failure to  
28 act within the required timeframes for standard resolution of grievances and appeals; and 6) The denial  
29 of a Client's request to dispute financial liability.

30           36. NPI means National Provider Identifier and refers to the standard unique health identifier  
31 that was adopted by the Secretary of HHS under Health Insurance Portability and Accountability Act  
32 (HIPAA) for health care providers. All HIPAA covered healthcare providers, individuals, and  
33 organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The  
34 NPI is assigned for life.

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

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

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

9           40. Pharmacy Benefits Manager (PBM) means the organization that manages the medication  
10 benefits that are given to Clients that qualify for medication benefits.

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

17           42. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis  
18 intervention and case management services to those Clients who seek services in COUNTY operated  
19 outpatient programs.

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

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

28           45. Program Administrator means an individual who has complete responsibility for the day to  
29 day function of the program. The Program Director is the highest level of decision making at a local,  
30 program level.

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

34           47. Promotores means individuals who are members of the community who function as natural  
35 helpers to address some of their communities' unmet mental health, health and human service needs.  
36 They are individuals who represent the ethnic, socio-economic and educational traits of the population  
37 they serve. Promotores are respected and recognized by their peers and have the pulse of the

1 community's needs.

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

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

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

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

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

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

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

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

28 and

29 d. Community: Relationships and social networks that provide support, friendship, love,  
30 and hope.

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

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

36 //

37 //



1 may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and  
2 CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>		
6 ADMINISTRATIVE COST				
7 Indirect Costs	\$ 871,252	\$ 871,252	\$ 871,252	\$2,613,756
8 SUBTOTAL	\$ 871,252	\$ 871,252	\$ 871,252	\$2,613,756
9 ADMINISTRATIVE COST				
10				
11 PROGRAM COST				
12 Salaries	\$ 2,718,243	\$ 2,718,243	\$ 2,718,243	\$8,154,729
13 Benefits	790,428	790,428	790,428	2,371,284
14 Services and	754,352	754,352	754,352	2,263,056
15 Supplies				
16 Flexible Funds	1,160,002	1,160,002	1,160,002	3,480,006
17 Subcontracts	<u>385,323</u>	<u>385,323</u>	<u>385,323</u>	<u>1,155,969</u>
18 SUBTOTAL PROGRAM	\$ 5,808,348	\$ 5,808,348	\$ 5,808,348	17,425,044
19 COST				
20				
21 GROSS COST	\$ 6,679,600	\$ 6,679,600	\$ 6,679,600	\$20,038,800
22				
23 REVENUE				
24 FFP Medi-Cal	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$3,900,000
25 MHSA Medi-Cal	1,300,000	1,300,000	1,300,000	3,900,000
26 MHSA	<u>4,079,600</u>	<u>4,079,600</u>	<u>4,079,600</u>	<u>12,238,800</u>
27 TOTAL REVENUE	\$ 6,679,600	\$ 6,679,600	\$ 6,679,600	\$20,038,800
28				
29 TOTAL AMOUNT NOT	\$ 6,679,600	\$ 6,679,600	\$ 6,679,600	\$20,038,800
30 TO EXCEED				

31

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

35 Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may  
36 include operating income.

37 //

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

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

12 E. FLEXIBLE FUNDS

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

19 2. CONTRACTOR shall ensure that utilization of its Flexible Funds is individualized and  
20 appropriate for the treatment of Client’s mental illness and overall quality of life.

21 3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form  
22 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with  
23 CONTRACTOR’s monthly Expenditure and Revenue Report.

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

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

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

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

36 //

37 //

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

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

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

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

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

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

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

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

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

34 F. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds  
35 between programs, or between budgeted line items within a program, for the purpose of meeting specific  
36 program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing  
37 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly

1 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,  
2 which will include a justification narrative specifying the purpose of the request, the amount of said  
3 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current  
4 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any  
5 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by  
6 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for  
7 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

16 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
17 Paragraph of this Exhibit A to the Contract.

### 18 **III. PAYMENTS**

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$556,633  
20 per month. All payments are interim payments only, and subject to final settlement in accordance with  
21 the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual  
22 cost of providing the services, which may include Indirect Administrative Costs, as identified in  
23 Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does  
24 not exceed the Amount Not to Exceed for each Period as stated in the Referenced Contract Provisions of  
25 the Contract and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,  
26 State, and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices  
27 for any month for which the provisional amount specified above has not been fully paid.

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

32 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
33 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may  
34 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the  
35 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred  
36 by CONTRACTOR.  
37

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

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

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

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

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

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

#### 21 **IV. REPORTS**

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

##### 24 B. FISCAL

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

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

1 costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.  
2 Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and  
3 Revenue Reports.

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

11 D. PROGRAMMATIC

12 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
13 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
14 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
15 being reported unless otherwise specified. Mental Health Programmatic reports shall include, but not  
16 limited to, the following:

17 a. A description of CONTRACTOR's progress in implementing the provisions of this  
18 Contract.

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

20 c. Voluntary and involuntary hospitalizations and special incidences.

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

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

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

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

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

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

5 Individuals must be legally residing in Orange County and otherwise eligible for public services under  
6 Federal and State law. All individuals served must meet CCR Title IX medical necessity criteria.  
7 ADMINISTRATOR will serve as a principal gatekeeper to potential Clients.

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

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

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

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

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

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

30 6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing  
31 interventions based on Client’s Stage of Readiness of Change toward changing behaviors and have  
32 concrete interventions and supports to support the Client’s move towards Recovery in that specific area  
33 of their life.

34 7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR  
35 shall promote a foundation for healing through the relationship between the Client and PSC or FSP  
36 team through the use of Client or Person Centered Treatment Planning and Service Delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

6 21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers  
7 who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for  
8 peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients  
9 give back to the system that helped them recover, but also, if done with care, will reduce the stigma  
10 associated with mental illness.

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

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

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

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

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

30 1. Assessment Services: Evaluates the current status of a Client’s mental, emotional, or  
31 behavioral health. It includes a Mental Status Examination, analysis of clinical history, analysis of  
32 relevant cultural issues and history, diagnosis and may include testing procedures. CONTRACTOR  
33 shall have qualified staff to provide assessment services.

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

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

3           a. Medication education shall be provided including discussing risks, benefits and  
4 alternatives with the Clients or significant support persons when indicated.

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

8           c. Medication support services may occur in the office or in the field.

9           4. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is  
10 non-confrontational, follows behavioral principles, considers interactions between mental illness and  
11 substance use, and has gradual expectations of abstinence. Mental illness and substance use research  
12 has strongly indicated that to recover fully, a Client with co-occurring disorders needs treatment for both  
13 diagnoses, as focusing on one does not ensure the other will go away. Co-occurring services integrate  
14 assistance for each condition, helping people recover from both in one setting at the same time. All  
15 treatment team members shall be capable of providing co-occurring treatment. When appropriate, the  
16 American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate  
17 level of co-occurring treatment indicated. Individuals with co-occurring issues shall be provided a range  
18 of co-occurring services including linkage to medical detox, social detox, residential treatment, sober  
19 living, or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community  
20 support groups to include hosting self-help groups such as Alcoholics Anonymous (AA) and Narcotics  
21 Anonymous (NA) to provide Clients with an avenue for full recovery.

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

28           a. Educational Services: CONTRACTOR shall engage Clients in activities to support  
29 them in achieving the highest educational functioning possible. Services and activities may include  
30 General Education Diploma preparation, and linkage to colleges, and vocational training and adult  
31 schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue  
32 educational goals.

33           b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-  
34 vocational/vocational activities that assist them in determining their skills, interests, values, and realistic  
35 career goals, and services that help them in developing work skills, gaining work experience and finding  
36 employment. Activities and services may include, but not be limited to the following areas: career  
37 exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills,

1 interviewing skills, job coaching, job placement, job retention, and symptom management in the  
2 workplace. The intent of these activities and services is to actively involve Clients in identifying and  
3 developing their own positive work identities; building self-confidence and vocational skills; and  
4 ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find  
5 employment settings that match the Client's interests, abilities, aptitudes, strengths and individualized  
6 goals, and provide supportive services to ensure vocational success.

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

12 6. Family and Peer Support Services:

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

17 b. Supportive Socialization and Meaningful Community Roles: CONTRACTOR shall  
18 provide client-centered services that will support Clients in their Recovery, self-sufficiency, and  
19 development of meaningful life activities and relationships.

20 7. Transportation Services: CONTRACTOR shall provide transportation services which may  
21 include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver  
22 or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide  
23 transportation to any treatment or court related appointments deemed necessary for the Client care;  
24 transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of  
25 any case management services. CONTRACTOR shall possess the ability to provide or arrange for  
26 transportation of Clients to planned community activities or events. Clients shall be encouraged to  
27 utilize public transportation, carpools, or other means of transportation whenever possible.

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

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

1           10. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits  
2 Specialist to assist Clients in accessing financial benefits and/or entitlements, or other needed  
3 community services for eligible individuals. The specialist shall be knowledgeable of entitlements, such  
4 as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with Clients to gather records,  
5 complete the application process, and secure benefits/entitlements as quickly as possible.

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

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

30           b. Motel Housing: For individuals who may be unwilling or are inappropriate for a  
31 shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in  
32 nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be  
33 secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR's P&P, as identified  
34 in the Flexible Funds Paragraph of this Exhibit A.

35           c. Interim Housing: For individuals who will benefit from an intermediate step between  
36 shelter and permanent housing. Interim housing provides structures and programming in the context of  
37 housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options

1 such as master leasing.

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

7 e. Residential Substance Use Treatment Programs and Sober Living Homes – This  
8 housing option shall be available when appropriate to provide the Clients the highest probability of  
9 success towards Recovery.

10 12. Integration and Linkage to Primary Care Services: CONTRACTOR shall work to provide  
11 every client with a Nursing Assessment, and linkage to a Primary Care Provider (PCP) to meet the  
12 ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and  
13 treatment with the primary care physician through obtaining records and consultation. CONTRACTOR  
14 shall provide transportation to the Primary Care Provider when indicated.

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

21 14. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest  
22 and need and may include, but not be limited to: Relapse Prevention, Recovery and Wellness, Life  
23 Skills, Coping Skills, etc.

24 15. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some  
25 meaningful roles in his/her life that are separate from the mental illness. Clients need to see themselves  
26 in "normal" roles such as employee, son, mother, and neighbor to successfully integrate into the  
27 community. CONTRACTOR shall work with each Client to join the larger community and interact  
28 with people who are unrelated to their mental illness.

29 16. Intensive Case Management Service: CONTRACTOR shall provide intensive case  
30 management which shall include a smaller caseload size, team management, an emphasis on outreach  
31 and engagement, and an assertive approach to maintaining contact with Clients. Daily contact is often  
32 indicated during the initial enrollment and engagement period.

33 17. Intensive Mobile Mental Health Services- CONTRACTOR shall provide intensive outreach  
34 and mobile mental health services to adult individuals with serious mental illness who are also  
35 experiencing homelessness and have not engaged in services. CONTRACTOR shall operate two (2)  
36 mobile vehicles to increase access and facilitate outreach and engagement. One vehicle shall be used to  
37 provide outreach and identify potential individuals in need of services. The second vehicle shall be used

1 to provide mobile mental health treatment and supportive services. Upon successful engagement,  
2 CONTRACTOR shall transition individuals to the appropriate FSP program to continue mental health  
3 treatment services.

4 a. CONTRACTOR shall coordinate and collaborate with Health Care Agency’s  
5 Behavioral Health Services (BHS) Outreach and Engagement (O&E) to have outreach teams to provide  
6 outreach, build rapport, develop trust, and engage individuals in services. CONTRACTOR shall “meet  
7 clients where they are” and be responsive and flexible in service delivery. CONTRACTOR shall utilize  
8 various engagement tools such as clothing, food, shoes, blankets, bus passes, hygiene kits, etc., and  
9 address barriers to engagement such as transportation, pet care, property storage, etc.

10 b. CONTRACTOR shall provide mobile mental health treatment and supportive services  
11 to individuals referred by outreach teams. Services include but not be limited to: assessment, intensive  
12 case management, crisis intervention, housing, medication support, referrals, and linkages.

13 c. CONTRACTOR shall coordinate and collaborate with HCA’s Housing and Supportive  
14 Services (HSS), housing operators, local police departments and other community partners as  
15 appropriate to support and facilitate successful outreach, engagement and housing placement.  
16 CONTRACTOR shall have knowledge of housing resources and ensure appropriate training of staff.

17 d. CONTRACTOR shall develop outcome tools, with consultation from  
18 ADMINISTRATOR, and track outcomes and services information including but not limited to: (1)  
19 number of individuals served, (2) number of successful linkages to behavioral health treatment, (3)  
20 number of members engaged in behavioral health treatment as evidenced by successful completion of  
21 intake and two follow-up sessions, and (4) number of successful assessments for housing opportunities  
22 including completing the Vulnerability Index-Service Prioritization Decision Assistance Tools  
23 (VISPDAT), supporting individuals to achieve document-ready status for Coordinated Entry System and  
24 completing housing applications.

25 e. CONTRACTOR shall ensure appropriate and timely documentation of mobile services  
26 provided.

27 f. CONTRACTOR shall submit monthly outreach services report to ADMINISTRATOR,  
28 on a form acceptable to or provided by ADMINISTRATOR, no later than twenty (20) calendar days  
29 following the end of the month being reported unless otherwise specified. The report shall include  
30 information such as individuals served, services provided, and outcomes.

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

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1           19. Justice-Involved Collaboration and Supportive Services: CONTRACTOR shall collaborate  
2 with justice-involved partners including the Court, HCA liaison, Public Defender, District Attorney, etc.  
3 to support Client in fulfilling court and/or legal requirements. This includes but is not limited to:  
4 providing regular communication, timely progress reports, and coordinating court appearances. As  
5 needed, CONTRACTOR shall also participate in court staffing and collaborative meetings.

6           20. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care  
7 approach in the delivery of behavioral health services.

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

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

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

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

18                   4) Seeks to actively resist re-traumatization.

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

24                   1) Safe, calm, and secure environment with supportive care

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

27                   3) Cultural competence

28                   4) Consumer voice, choice, and self-advocacy

29                   5) Recovery, client-driven, and trauma specific services

30                   6) Healing, hopeful, honest, and trusting relationships

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

37           E. PROGRAM REQUIREMENTS

- 1 1. Referrals will come primarily from CONTRACTOR's and COUNTY's outreach efforts.
- 2 2. CONTRACTOR shall coordinate with COUNTY, other providers, and community  
3 resources.
- 4 3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved  
5 with individual Clients including family members and significant others, employers, and COUNTY  
6 departments and Agencies such as, but not limited to: Courts, Probation Department, Public Defenders,  
7 District Attorneys, and Social Services Agency.
- 8 4. CONTRACTOR shall participate in monthly management meetings with  
9 ADMINISTRATOR and will report on program development, resources, housing, barriers, and budgets.
- 10 5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
11 languages as determined by COUNTY. CONTRACTOR shall work with COUNTY or other interpreters  
12 for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate  
13 engagement and to serve Clients in other Asian languages and ASL is highly desirable.
- 14 6. CONTRACTOR shall have a commitment to meeting the required response times for  
15 hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics  
16 (forty-eight [48] hours).
- 17 7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for  
18 the program's average census at end of year.
- 19 8. CONTRACTOR shall have an identified individual who shall:
  - 20 a. Complete one hundred percent (100%) chart review of Client charts including clinical  
21 documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart  
22 standards;
  - 23 b. Provide clinical support and training to PSCs on chart documentation and treatment  
24 plans;
  - 25 c. Become a certified chart reviewer by ADMINISTRATOR's Authority and Quality  
26 Improvement Services (AQIS) unit within six months from the start of the Contract;
  - 27 d. Oversee all aspects of the clinical services of the Recovery program;
  - 28 e. Coordinate with in-house clinicians, medical director, and/or nurse regarding Client  
29 treatment issues, professional consultations, or medication evaluations;
  - 30 f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e.,  
31 medication monitoring, second opinion, and request for change of CONTRACTOR; and
  - 32 g. Participate in program development and interact with other staff regarding difficult  
33 cases and psychiatric emergencies.
- 34 9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in  
35 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all  
36 chart documentation complies with all Federal, State and local guidelines and standards.  
37 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

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

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

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

7 13. CONTRACTOR shall review and approve all admissions, discharges from the program,  
8 and extended stays in the program. Discharge of clients from the program shall be determined by the  
9 Client's movement along the recovery continuum and shall be a coordinated effort between  
10 ADMINISTRATOR and CONTRACTOR when indicated.

11 14. CONTRACTOR shall submit corrective action plans upon request.

12 15. CONTRACTOR shall comply with ADMINISTRATOR P&Ps and guidelines.

13 16. CONTRACTOR shall provide a written copy of all assessments completed on Clients  
14 referred for admission.

15 F. CONTRACTOR shall utilize COUNTY PBM to supply medications for unfunded Clients.

16 G. CONTRACTOR shall have active participation in State and regional MHSA forums and  
17 activities.

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

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

26 J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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

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

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

35 4. Collaborative meetings to address various aspects of client care including but not limited to:  
36 housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

37 //

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

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

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

- 20 1. Orientation to the program's goals, P&Ps, and FSP program philosophies
- 21 2. Training on subjects as required by State regulations
- 22 3. Recovery philosophy, Client empowerment, and strength-based services
- 23 4. Crisis intervention and de-escalation
- 24 5. Co-occurring mental illness and substance use disorders
- 25 6. Motivational interviewing
- 26 7. EBPs that support recovery
- 27 8. Outreach and engagement
- 28 9. Trauma-informed care
- 29 10. Professional boundaries
- 30 11. Cultural Competency
- 31 12. Critical Time Intervention
- 32 13. Housing First
- 33 14. Other clinical staff training

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

1 responsibilities.

2 1. Designate the responsible position(s) in your organization for managing the funds allocated  
3 to this program;

4 2. Maximize the use of the allocated funds;

5 3. Ensure timely and accurate reporting of monthly expenditures;

6 4. Maintain appropriate staffing levels;

7 5. Request budget and/or staffing modifications to the Contract;

8 6. Effectively communicate and monitor the program for its success;

9 7. Track and report expenditures electronically;

10 8. Maintain electronic and telephone communication between key staff and  
11 ADMINISTRATOR; and

12 9. Act quickly to identify and solve problems.

13 N. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State, and  
14 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed  
15 within the appropriate timelines.

16 O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and  
17 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is  
18 permitted.

19 P.CONTRACTOR shall ensure that generalized good neighbor practices for services and facility are  
20 in place and include:

21 1. Property maintenance and appearance (minimizing trash around facility grounds)

22 2. Noise level guidelines

23 3. Community safety

24 4. Congregation guidelines

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

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

33 S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance  
34 Outcome Objectives and track and report Performance Outcome Objective statistics in monthly  
35 programmatic reports, as outlined below.

36 //

37 //

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

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

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

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

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

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

14 7. CONTRACTOR shall track the number of days Clients are arrested and make every effort  
15 to reduce them through services provided in the Contract.

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

18 9.. CONTRACTOR shall track the number of Clients at various stages on the MORS.

19 10. CONTRACTOR shall track the number of Clients who reach their employment goals and  
20 are successfully discharged to a lower Level of Care (LOC).

21 11. CONTRACTOR shall develop, in conjunction with County, additional ongoing  
22 performance measures/outcomes or program's target goals as required.

23 12. Listed above in this section are the outcome measures by which the effectiveness of  
24 CONTRACTOR's program will be evaluated. It is CONTRACTOR's responsibility to educate itself  
25 with best practices and those associated with attainment of higher levels of Recovery.

26 T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and  
27 report on Client demographics and other statistics including but not limited to:

28 1. The total number of Clients referred to and enrolled in Services.

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

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

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

34 5. The total number of Clients placed in interim housing environments.

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

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

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

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

14 a. CONTRACTOR shall track and report Performance Outcome Measures as required by  
15 State, COUNTY, and/or MHSA

16 b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department  
17 (APOD) to complete outcome requests by ADMINISTRATOR for State, COUNTY, and/or MHSA  
18 reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct its  
19 independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

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

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

26 a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for  
27 transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA  
28 requirements.

#### 29 V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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

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

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

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

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

13              e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is  
14 correct;

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

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

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

25           W. CONTRACTOR shall provide the appropriate written NOABD to notify Medi-Cal  
26 Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by  
27 State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate  
28 timeline for disenrollment of services. The NOABD must provide the adverse benefit determination  
29 made by CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision  
30 within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by  
31 State standards. Examples include but are not limited to:

32               1. Termination NOABD: If a Client drops out of treatment, is missing, or admitted to an  
33 institution where he or she is ineligible for further services (e.g. long term incarceration or  
34 hospitalization).

35               2. Delivery Systems NOABD: If a Client does not meet medical necessity criteria for  
36 specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer  
37 referrals to the appropriate services.

1 X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance  
2 Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to  
3 address a Client's expressed dissatisfaction with services. This dissatisfaction, defined as a grievance,  
4 may include but is not limited to: quality of care or services provided, aspects of interpersonal  
5 relationships, failure to respect the Client's rights, location of services, access/availability, or anything  
6 else related to the provision of services.

7 Y. CONTRACTOR shall train staff to utilize COUNTY's Access Log as the first point of contact  
8 for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the  
9 Access Log accurately and as required, including information such as Type of Contact, Outcome of  
10 Contact, and instances where Clients are in need of Crisis Services.

11 Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
12 Services Paragraph of this Exhibit A to the Contract.

## 13 14 VI. STAFFING

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

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

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

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

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

7 F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training,  
8 Annual Compliance Training, and Annual Cultural Competency Training.

9 G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care  
10 practices, P&Ps, documentation standards, and any State and Federal regulatory requirements.

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

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

19 J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics  
20 such as: appropriate communication and interactions and the use of self-disclosures.

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

23 L. CONTRACTOR, including each employee that provides services under the Contract, will obtain  
24 a NPI upon commencement of the Contract or prior to providing services under the Contract.  
25 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
26 ADMINISTRATOR, all NPI as soon as they are available. CONTRACTOR shall obtain a NPI - The  
27 standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care  
28 providers.

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

DIRECT PROGRAM	<u>FTEs</u>
Regional Director of Operations	0.15
Program Administrator	1.00
Clinical Director	1.00
Office Coordinator II	1.00

1	Data Analysis Specialist	1.00
2	Regional IS Business Services Manager	0.07
3	Regional IT Support Analyst	0.07
4	Billing Specialist	2.00
5	Medical Records Technician	1.00
6	Quality Coordinator/Trainer	1.00
7	Transportation Worker	1.00
8	HR Generalist	0.13
9	Team Leader – Unlicensed/Licensed	3.00
10	LVN	3.00
11	Case Manager – Housing Specialist	1.00
12	Case Manager – Education/Employment Specialist	1.00
13	Case Manager – Substance Use Counselor	1.00
14	Case Manager II	5.00
15	Case Manager II - AOT	1.00
16	Case Manager II - Community Outreach	2.00
17	Case Manager II - Benefits Specialist	1.00
18	Mental Health Rehabilitation Specialist	6.00
19	Peer Recovery Coach	3.00
20	Peer Team Lead	1.00
21	Clinician – Unlicensed/Licensed	4.00
22	Nurse Practitioner	1.35
23	Psychiatrist (Subcontractor)	0.40
24	Psychiatrist/NP (Subcontractor)	0.43
25	TOTAL DIRECT PROGRAM FTEs	43.60

#### N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.
3. CONTRACTOR shall, during the term of the Contract, provide a minimum of thirty two thousand seven hundred (32,700) DSH, with a minimum of two thousand six hundred sixteen (2,616) hours of medication support services and thirty thousand eighty four (30,084) hours of other mental health, case management, and/or crisis intervention services as outlined below. CONTRACTOR

1 understands and agrees that these are minimum requirements and shall make every effort to exceed  
2 these minimums. CONTRACTOR shall monitor staff productivity and establish expectations, in  
3 consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient  
4 and effective management of program staff and resources.

5 4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred fifteen  
6 (215) Clients throughout the term of the Contract. CONTRACTOR shall ensure a Client-to-staff ratio  
7 of fifteen to twenty (15 – 20) Clients to one (1) staff.

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

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

15 Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant  
16 to Section 5150, WIC.

17 R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of  
18 ADMINISTRATOR.

19 1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,  
20 interns, and volunteers as required by the respective governing licensing board such as the Board of  
21 Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours  
22 of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+  
23 hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must  
24 continue to receive required supervision until a license is issued. Clinical supervision shall be provided  
25 by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be  
26 documented for all registered/waivered employees, interns, and volunteers.

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

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

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

37 //

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

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

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

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

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

- 11 a. Each staff member who no longer supports the Contract;
- 12 b. Each staff member who no longer requires access to IRIS;
- 13 c. Each staff member who leaves employment of CONTRACTOR; or
- 14 d. Token is malfunctioning;
- 15 e. Termination of this Contract.

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

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

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

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1 EXHIBIT B  
2 TO AGREEMENT FOR PROVISION OF  
3 GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES REGION C  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 TELECARE CORPORATION  
8 JULY 1, 2022 THROUGH JUNE 30, 2025  
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32           18. “Use” shall have the meaning given to such term under the HIPAA regulations in 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  
37 by 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  
9 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
10 requirements of this Business Associate Contract.

11           5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
12 not 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  
17 through 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  
23 Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR  
24 agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is  
25 completed.

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

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

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

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

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

#### 11 D. SECURITY RULE

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

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

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

#### 25 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

35 2. CONTRACTOR shall provide the notification of the Breach immediately to the County  
36 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
37 notification within 24 hours of the oral notification.

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

1 by COUNTY.

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

6 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

16 1) The Disclosure is required by law; or

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

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

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

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

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

31 G. OBLIGATIONS OF COUNTY

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

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

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

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

6 H. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C  
2 TO CONTRACT FOR PROVISION OF  
3 GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES REGION C  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 TELECARE CORPORATION  
8 JULY 1, 2022 THROUGH JUNE 30, 2025  
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 information if payment is sought under a government program providing public benefits.

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

5 B. TERMS OF CONTRACT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

33 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
34 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
35 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and  
36 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security  
37 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic

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

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

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

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

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

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

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

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