

1 CONTRACT FOR PROVISION OF
 2 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
 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 Collaborative
18 Court 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: \$ 4,378,040

Period Two Amount Not to Exceed: 4,378,040

Period Three Amount Not to Exceed: 4,378,040

Total Amount Not to Exceed: \$13,134,120

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:

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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.

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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.

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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 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the

1 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
2 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
3 unreasonably denied.

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

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

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

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

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

37 //

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 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 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of

1 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

8 9 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

21 22 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

1 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
2 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

28 F. QUALIFIED INSURER

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

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

37 //

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 beneficiary complaint or conducting an
37 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth

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

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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.

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 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
 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
12 which, 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 and frequency and duration that is consistent with each Client’s level of impairment and
16 treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

17 2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care,
18 grooming, money and 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, and 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 Quality Improvement and Program Compliance 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 chronic 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 serves Orange County residents, aged 18 and older, who are experiencing a
27 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 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 system 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 Mining and Analysis Specialist means a person who is responsible for ensuring
2 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
3 working on strategies for gathering new data from the Client's perspective which will improve
4 understanding of Client's needs and desires towards furthering their Recovery. This individual will
5 provide feedback to the program and work collaboratively with the employment specialist, education
6 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
7 areas. This position will be responsible for attending all data and outcome related meetings and
8 ensuring that program is being proactive in all data collection requirements and changes at the local and
9 State level.

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

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

17 e. PAF means Partnership Assessment Form and refers to the baseline assessment for
18 each Client that must be completed and entered into data collection system within thirty (30) calendar
19 days of 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
22 effectiveness of services being provided and the achievement of outcome measures. COUNTY is
23 required to report Client information and outcomes of the FSP program directly to the FSP DCR system
24 by XML file 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 in the most current
27 edition of the Diagnostic Statistical Manual (DSM) published by the American Psychiatric Association.
28 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 where 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 will be in the range of
8 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.

9 a. 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 Wraparound 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 b. 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 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
33 including those who are dually diagnosed, 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
35 of FSP Programs is to assist the Client's progress through pre-determined quality of life outcome
36 domains (housing, decreased incarceration, decreased hospitalization, 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 as evidenced by
2 progressing to lower level of care or out of the “intensive case management need” category.

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

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

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

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

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

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

30 26. Linkage means to assist an individual to connect with a referral.

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

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

37 //

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
21 to 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 Client's 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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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 mental health, substance use or alcohol disorders. Education in a behavioral science field such as
6 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 services.

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 being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the
19 level of service needed by participating members. The scale will be used to create a map of the system
20 by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for
21 different programs across the continuum of programs and services offered by COUNTY.

22 35. 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
7 paid for this function by the program. A Peer Recovery Specialist/Counselor's practice is informed by
8 his/her 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
15 health or condition of an individual, provision of health care to an individual, or the past, present, or
16 future 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 Director means an individual who has complete responsibility for the day to day
29 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 community's 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 he/she serves. 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 Clients
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
10 | program's philosophy and its individualized, strength-based, culturally/linguistically competent, and
11 | Client-centered approach.

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

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

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

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

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

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

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

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

32 | 53. Referral means the act of sending an individual to another person or place for services,
33 | help, advice, etc.

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 writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>	
2					
3					
4	ADMINISTRATIVE COST				
5	Indirect Costs	\$ 571,049	\$ 571,049	\$ 571,049	\$ 1,713,147
6	SUBTOTAL	\$ 571,049	\$ 571,049	\$ 571,049	\$ 1,713,147
7	ADMINISTRATIVE COST				
8					
9	PROGRAM COST				
10	Salaries	\$ 1,951,707	\$ 1,951,707	\$ 1,951,707	\$ 5,885,121
11	Benefits	556,295	556,295	556,295	1,668,885
12	Services and Supplies	509,209	509,209	509,209	1,527,627
13	Flexible Funds	616,956	616,956	616,956	1,859,868
14	Subcontracts	<u>172,824</u>	<u>172,824</u>	<u>172,824</u>	<u>518,472</u>
15	SUBTOTAL PROGRAM	\$ 3,806,991	\$ 3,806,991	\$ 3,806,991	\$ 11,420,973
16	COST				
17					
18	GROSS COST	\$ 4,378,040	\$ 4,378,040	\$ 4,378,040	13,134,120
19					
20	REVENUE				
21	FFP Medi-Cal	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 3,000,000
22	MHSA Medi-Cal	1,000,000	1,000,000	1,000,000	3,000,000
23	MHSA	<u>2,378,040</u>	<u>2,378,040</u>	<u>2,378,040</u>	<u>7,134,120</u>
24	TOTAL REVENUE	\$ 4,378,040	\$ 4,378,040	\$ 4,378,040	\$ 13,134,120
25					
26	TOTAL AMOUNT NOT TO				
27	EXCEED	\$ 4,378,040	\$ 4,378,040	\$ 4,378,040	\$ 13,134,120

28

29 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in

30 Subparagraph II.A. of this Exhibit A to the Contract includes Indirect Costs not to exceed fifteen percent

31 (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final

32 settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include

33 operating income.

34 C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and

35 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,

36 unless authorized by ADMINISTRATOR.

37 //

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

9 E. FLEXIBLE FUNDS

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

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

18 3. CONTRACTOR shall report the utilization of its Flexible Funds monthly on a form
19 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
20 CONTRACTOR's monthly Expenditure and Revenue Report.

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

30 F. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
31 between programs, or between budgeted line items within a program, for the purpose of meeting
32 specific program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing
33 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
34 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
35 which will include a justification narrative specifying the purpose of the request, the amount of said
36 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
37 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any

1 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
2 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
3 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

14 **III. PAYMENTS**

15
16 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
17 \$364,836 per month. All payments are interim payments only, and subject to final settlement in
18 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be
19 reimbursed for the actual cost of providing the services, which may include Indirect Administrative
20 Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total
21 of such payments does not exceed the Amount Not to Exceed for each Period as stated in the Referenced
22 Contract Provisions of the Contract and provided further, CONTRACTOR's costs are reimbursable
23 pursuant to COUNTY, State, and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay
24 supplemental invoices for any month for which the provisional amount specified above has not been
25 fully paid.

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

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

35 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
36 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
37 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to

1 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
2 the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

18 **IV. REPORTS**

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

21 B. FISCAL

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

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

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

8 D. PROGRAMMATIC

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

14 a. A description of CONTRACTOR's progress in implementing the provisions of this
15 Contract,

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

18 c. Voluntary and involuntary hospitalizations and special incidences,

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

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

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

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

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

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

37 //

1 4. CONTRACTOR shall submit monthly benefit acquisition reports to ADMINISTRATOR.
2 The reports will, at minimum, report on the number of new applications submitted, number of
3 applications approved, number of applications that are pending, denied or being appealed, and number
4 of Clients ineligible for benefits.

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

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

11 **V. SERVICES**

12
13 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements
14 for Medi-Cal and Medicare eligibility for the provision of Collaborative Court Full Service Partnership
15 Services for exclusive use by COUNTY at the following location(s), or any other location approved, in
16 advance, in writing, by ADMINISTRATOR:

17
18 1910 Bush Street
19 Santa Ana, CA 92706
20

21 1. The facility shall include space to support the services identified within the Contract.
22 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday,
23 in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition,
24 CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide
25 limited weekend services and activities to accommodate Client needs. Any change or deviation from
26 this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by
27 phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the
28 situation indicates.

29 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday
30 schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

31 B. INDIVIDUALS TO BE SERVED - Adults, ages eighteen (18) years and older, who have a
32 serious mental illness and are facing pending charges that carry jail and/or prison time. Individuals must
33 be legally residing in Orange County and otherwise eligible for public services under Federal and State
34 law. All individuals served must meet CCR Title IX medical necessity criteria. ADMINISTRATOR
35 will serve as a principal gatekeeper to potential Clients who may also have one or more of the following
36 conditions:

37 1. Homelessness or at risk of homelessness;

1 2. Co-occurring substance use disorders; or

2 3. Unserved or underserved or not successfully engaged in traditional mental health services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
21 Clients to shift Clients' support from weighing heavily on the mental health system to weighing more
22 heavily in the community. CONTRACTOR shall focus on increasing Clients' social networks and
23 increasing their opportunities to meet new people as Clients Recoveries progress.

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

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

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

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

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

37 //

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

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

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

12 24. Evidence-Based Practices (EBPs) – CONTRACTOR shall focus on using EBPs whenever
13 possible, including, but not limited to, the Assertive Community Treatment model, which embraces a
14 “whatever it takes” approach to remove barriers for individuals to access the support needed to fully
15 integrate into the community.

16 25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
17 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
18 achieving desired results. These results will be made available to COUNTY and the general public via
19 the MHSA website, quarterly outcome focused management meetings, and public forums upon request
20 and approval of COUNTY. CONTRACTOR shall have the needed expertise to collect and analyze data
21 and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are
22 achieved and routinely tested for accuracy.

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

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

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

33 3. Medication Support Services: Assess for individual medication needs, clinical
34 effectiveness, side effects of medication and obtaining informed consent.

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

37 //

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

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

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

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

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

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

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

6 6. Family and Peer Support Services:

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

11 b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall
 12 provide Client-centered services that will support Clients in their recovery, self-sufficiency, and
 13 development of meaningful life activities and relationships.

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

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

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

32 10. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits
 33 Specialist to assist Clients in accessing financial benefits and/or entitlements. The Specialist shall be
 34 knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will
 35 work with Clients to gather records, complete the application process, and secure entitlements.

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

22 a. Emergency Housing – Immediate shelter for critical access for individuals who are
23 homeless or have no other immediate housing options available. Emergency housing is part of
24 “Housing First” model continuum and is required during the initial assessment phase.

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

30 c. Interim Housing – For Clients who will benefit from an intermediate step between
31 shelter and permanent housing. Interim housing provides structures and programming in the context of
32 housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options
33 such as master leasing.

34 d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP
35 members, and requires Clients to have their own unit or bedroom. Permanent housing includes but is
36 not limited to Continuum of Care Vouchers, independently paid homes/apartments, and County based
37 housing projects.

1 e. Residential Substance Use Treatment Programs and Sober Living Homes - This
2 housing option shall be available when appropriate to provide the Client with the highest probability of
3 success towards Recovery.

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

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

14 14. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest
15 and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life
16 Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

17 15. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some
18 meaningful roles in his/her life that are separate from the mental illness. The Client needs to see
19 themselves in "normal" roles such as employee, son, mother and neighbor to successfully integrate into
20 the community. CONTRACTOR shall work with each Client to join the larger community and interact
21 with people who are unrelated to the mental illness.

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

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

31 18. Justice-Involved Collaboration and Supportive Services: CONTRACTOR shall collaborate
32 with justice-involved partners including the Court, HCA liaison, Public Defender, District Attorney, etc.
33 to support Client in fulfilling court and/or legal requirements. This includes but is not limited to:
34 providing regular communication, timely progress reports, and coordinating court appearances.
35 CONTRACTOR shall also participate in court staffing, court hearings, and collaborative meetings.
36 Additionally, CONTRACTOR shall also enter information into the court database.

37 //

1 19. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care
2 approach in the delivery of behavioral health services.

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

8 1) Realizes the widespread impact of trauma and understands potential paths for
9 recovery;

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

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

14 4) Seeks to actively resist re-traumatization.

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

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

21 2) System wide understanding of trauma prevalence, impact, and trauma-informed
22 care

23 3) Cultural competence

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

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

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

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

33 E. PROGRAM REQUIREMENTS

34 1. Referrals will come from the HCA Mental Health Collaborative Court team.

35 2. CONTRACTOR shall coordinate with COUNTY, other providers, and community
36 resources.

37 //

1 3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved
2 with individual Clients including family members and significant others, employers, and COUNTY
3 departments and Agencies such as, but not limited to Courts, Public Defenders, District Attorneys,
4 Probation Department, and Social Services Agency.

5 4. CONTRACTOR shall participate in monthly management meetings with
6 ADMINISTRATOR and will report on program development, resources, housing, barriers, and budgets.

7 5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
8 languages as determined by COUNTY. CONTRACTOR shall work with COUNTY or other interpreters
9 for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate
10 engagement and to serve Clients in other Asian languages and ASL is highly desirable.

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

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

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

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

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

22 c. Become a certified chart reviewer by ADMINISTRATOR's Authority and Quality
23 Improvement Services (AQIS) unit within six months from the start of the Contract;

24 d. Oversee all aspects of the clinical services of the Recovery program;

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

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

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

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

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

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

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

4 13. CONTRACTOR shall review and approve all admissions, discharges from the program and
5 extended stays in the program. Discharges of Clients from the program shall be determined by the
6 Client’s movement along the recovery continuum and shall be a coordinated effort between
7 ADMINISTRATOR and CONTRACTOR when indicated.

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

9 15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

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

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

13 G. CONTRACTOR shall have active participation in State and Regional MHSA forums and
14 activities.

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

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

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

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

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

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

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

34 5. Weekly meetings with the collaborative partners to discuss any questions, concerns,
35 updates, etc. related to client care.

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1 K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
2 to 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
- 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 abuse and dependence
- 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
20 | are 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
32 | institution, 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.

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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.

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

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

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

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

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

35 5. The total number of Clients placed in temporary housing environments.

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

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

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

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

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

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

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

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

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

31 V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

35 2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
36 no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has
37 not been approved after thirty (30) calendar days from the start of the Contract, the Certification of

1 Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and
2 CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

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

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

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

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

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

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

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

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

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

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

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

35 X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance
36 Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to
37 address a Client's expressed dissatisfaction with services. This dissatisfaction, defined as a grievance,

1 may include but is not limited to: quality of care or services provided, aspects of interpersonal
2 relationships, failure to respect the Client's rights, location of services, access/availability, or anything
3 else related to the provision of services.

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

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

10 11 **VI. STAFFING**

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

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

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

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

37 //

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

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

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

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

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

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

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

20 L. CONTRACTOR, including each employee that provides services under the Contract, will
 21 obtain a NPI, the standard unique health identifier adopted by the Secretary of HHS under HIPAA of
 22 1996 for health care providers, upon commencement of the Contract or prior to providing services under
 23 the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
 24 ADMINISTRATOR, all NPI as soon as they are available.

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

DIRECT PROGRAM	FTEs
Regional Director of Operations	0.20
Program Administrator	1.00
Clinical Director	1.00
Data Analysis Specialist	1.00
Regional IS Business Manager	0.07
Regional IT Support Analyst	0.05
Billing Specialist	2.00
Medical Records Tech/Data Analysis Spec	1.00

1	Quality Coordinator/Trainer	1.00
2	HR Generalist	0.10
3	Office Coordinator II	1.00
4	Team Lead – Unlicensed/Licensed	2.00
5	Licensed Vocational Nurse	2.00
6	Case Manager II	3.00
7	Case Manager - Housing Specialist	1.00
8	Case Manager - Education/Employment Specialist	1.00
9	Case Manager – Substance Use Counselor	2.00
10	Mental Health Rehabilitation Specialist	5.00
11	Nurse Practitioner	0.60
12	Clinician – Unlicensed/Licensed	2.00
13	Peer Recovery Coach	1.00
14	Psychiatrist/NP (Subcontractor)	<u>0.40</u>
15	TOTAL DIRECT PROGRAM FTEs	28.42

17 N. WORKLOAD STANDARDS

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

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

24 3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty
 25 thousand two hundred ninety two (20,292) DSH, with a minimum of one thousand two hundred (1,200)
 26 hours of medication support services and nineteen thousand ninety two (19,092) hours of other mental
 27 health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall
 28 monitor staff productivity and establish expectations, in consultation with COUNTY, in order to
 29 maximize the utilization of services and demonstrate efficient and effective management of program
 30 staff and resources.

31 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred thirty five
 32 (135) Clients throughout the term of the Contract.

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

35 P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery.
 36 These individuals shall not be currently receiving services directly from CONTRACTOR.
 37 Documentation may include, but not be limited to, the following: records attesting to efforts made in

1 recruitment and hiring practices and identification of measures taken to enhance accessibility for
2 potential staff in these categories.

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

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

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

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

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

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

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

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

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

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

33 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
34 conditions:

- 35 a. Each staff member who no longer supports the Contract;
36 b. Each staff member who no longer requires access to IRIS;
37 c. Each staff member who leaves employment of CONTRACTOR; or

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- d. Token is malfunctioning;
- e. Termination of this Contract.

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

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

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

1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
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 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
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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