

1 CONTRACT FOR PROVISION OF  
2 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 TELECARE CORPORATION  
7 JULY 1, 2021 THROUGH JUNE 30, 2024  
8

9 THIS CONTRACT entered into this 1st day of July 2021 (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of the 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 "Parties."  
13 This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an  
14 authorized designee ("ADMINISTRATOR").  
15

16 WITNESSETH:  
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Crisis  
19 Residential Services South Region described herein to the residents of Orange County; and

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

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

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1 **REFERENCED CONTRACT PROVISIONS**

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**Term:** July 1, 2021 through June 30, 2024  
Period One means the period from July 1, 2021 through June 30, 2022  
Period Two means the period from July 1, 2022 through June 30, 2023  
Period Three means the period from July 1, 2023 through June 30, 2024

**Not to Exceed Amount:**

Period One Not to Exceed Amount:	\$1,211,607
Period Two Not to Exceed Amount	\$1,211,607
Period Three Not to Exceed Amount:	<u>\$1,211,607</u>
TOTAL NOT TO EXCEED AMOUNT:	\$3,634,821

**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  
Procurement & Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

**CONTRACTOR:** Telecare Corporation  
1080 Marina Village Parkway, Suite 100  
Alameda, CA 94501  
Faith Richie, Senior Vice President & Chief Development Officer  
frichie@telecarecorp.com

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## I. ACRONYMS

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

1		
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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	COUNTY HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

1	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
2	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
3	AK. E-Mail	Electronic Mail
4	AL. EEOC	Equal Employment Opportunity Commission
5	AM. EHR	Electronic Health Records
6	AN. EOC	Equal Opportunity Clause
7	AO. ePHI	Electronic Protected Health Information
8	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
9	AQ. FFS	Fee For Service
10	AR. FIPS	Federal Information Processing Standards
11	AS. FSP	Full Service Partnership
12	AT. FTE	Full Time Equivalent
13	AU. GAAP	Generally Accepted Accounting Principles
14	AV. HCA	County of Orange Health Care Agency
15	AW. HHS	Federal Health and Human Services Agency
16	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17		Law 104-191
18	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. HIV	Human Immunodeficiency Virus
21	BA. HSC	California Health and Safety Code
22	BB. ID	Identification
23	BC. IEA	Information Exchange Agreement
24	BD. IRIS	Integrated Records and Information System
25	BE. ISO	Insurance Services Office
26	BF. ITC	Indigent Trauma Care
27	BG. LCSW	Licensed Clinical Social Worker
28	BH. MAT	Medication Assisted Treatment
29	BI. MFT	Marriage and Family Therapist
30	BJ. MH	Mental Health
31	BK. MHP	Mental Health Plan
32	BL. MHS	Mental Health Specialist
33	BM. MHSA	Mental Health Services Act
34	BN. MSN	Medical Safety Net
35	BO. NIH	National Institutes of Health
36	BP. NIST	National Institute of Standards and Technology
37	BQ. NPI	National Provider Identifier

1	BR. NPP	Notice of Privacy Practices
2	BS. NPPES	National Plan and Provider Enumeration System
3	BT. OCJS	Orange County Jail System
4	BU. OCPD	Orange County Probation Department
5	BV. OCR	Federal Office for Civil Rights
6	BW. OCSD	Orange County Sheriff's Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. P&P	Policy and Procedure
11	CB. PA DSS	Payment Application Data Security Standard
12	CC. PATH	Projects for Assistance in Transition from Homelessness
13	CD. PC	California Penal Code
14	CE. PCI DSS	Payment Card Industry Data Security Standards
15	CF. PCS	Post-Release Community Supervision
16	CG. PHI	Protected Health Information
17	CH. PI	Personal Information
18	CI. PII	Personally Identifiable Information
19	CJ. P&P	Policy and Procedure
20	CK. PRA	California Public Records Act
21	CL. PSC	Professional Services Contract System
22	CM. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
23	CN. SIR	Self-Insured Retention
24	CO. SMA	Statewide Maximum Allowable (rate)
25	CP. SOW	Scope of Work
26	CQ. SUD	Substance Use Disorder
27	CR. UMDAP	Uniform Method of Determining Ability to Pay
28	CS. UOS	Units of Service
29	CT. USC	United States Code
30	CU. WIC	Women, Infants and Children

## II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or

1 agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
2 formally approved and executed by both Parties.

### 3 4 **III. ASSIGNMENT OF DEBTS**

5 Unless this Contract is followed without interruption by another contract between the Parties hereto  
6 for the same services and substantially the same scope, at the termination of this Contract,  
7 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons  
8 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of  
9 the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the  
10 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
11 said persons, shall be immediately given to COUNTY.

### 12 13 **IV. COMPLIANCE**

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

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

20 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
21 compliance program, code of conduct and any compliance related policies and procedures.  
22 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
23 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
24 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.  
25 These elements include:

- 26 a. Designation of a Compliance Officer and/or compliance staff.
- 27 b. Written standards, policies and/or procedures.
- 28 c. Compliance related training and/or education program and proof of completion.
- 29 d. Communication methods for reporting concerns to the Compliance Officer.
- 30 e. Methodology for conducting internal monitoring and auditing.
- 31 f. Methodology for detecting and correcting offenses.
- 32 g. Methodology/Procedure for enforcing disciplinary standards.

33 3. If CONTRACTOR does not provide proof of its own compliance program to  
34 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
35 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
36 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will  
37 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.



1 CONTRACTOR shall have as many Covered Individuals as it determines necessary complete  
2 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

34 2. An Ineligible Person shall be any individual or entity who:  
35 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
36 and state health care programs; or

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

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
6 Contract.

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

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

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

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

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

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

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

1 3. Such training will be made available to each Covered Individual annually.  
2 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
3 copies of training certification upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 16 **V. CONFIDENTIALITY**

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

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

25 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
26 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
27 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part  
28 2.6, relating to confidentiality of medical information.

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

32 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
33 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of  
34 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
35 all information and records which may be obtained in the course of providing such services. This Contract  
36 shall specify that it is effective irrespective of all subsequent resignations or terminations of  
37 //

1 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
2 consultants, subcontractors, volunteers and interns.

3  
4 **VI. CONFLICT OF INTEREST**

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

12  
13 **VII. COST REPORT**

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

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

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

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1 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
2 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate  
3 and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

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

35 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of  
36 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the  
37 //

1 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the  
2 difference, provided such payment does not exceed the Total Not to Exceed Amount of COUNTY.

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

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

14  
15 Signed \_\_\_\_\_  
16 Name \_\_\_\_\_  
17 Title \_\_\_\_\_  
18 Date \_\_\_\_\_"

19  
20 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

21 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

35 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
36 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
37 //





1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
2 subparagraph shall be void.

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

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

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

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

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

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

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

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

30 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status  
31 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also  
32 obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against  
33 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the  
34 Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may  
35 arise prior to or during the period of Contract performance. While CONTRACTOR is required to provide  
36 this information without prompting from COUNTY any time there is a change in CONTRACTOR's  
37 //

1 name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY  
2 of its status in these areas whenever requested by COUNTY.

### 4 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

### 32 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

33 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
34 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
35 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
36 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
37 consultants performing work hereunder, all verification and other documentation of employment

1 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
2 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
3 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
4 employees, subcontractors, and consultants for the period prescribed by the law.

## 6 **XII. EQUIPMENT**

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

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

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

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

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

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

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

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

6 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper  
7 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 supplies  
16 as required, ADMINISTRATOR may, at its sole discretion, reduce the Not to Exceed Amount for the  
17 appropriate Period as well as the Total Not to Exceed Amount. The reduction to the Not to Exceed  
18 Amount for the appropriate Period as well as the Total Not to Exceed Amount 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. GOOD NEIGHBOR POLICY**

23 A. ADMINISTRATOR has established a Good Neighbor Policy for the purpose of identifying  
24 community impacts and measures to mitigate those impacts. The Good Neighbor Policy is a set of  
25 principles and activities designed to provide a consistent means of communication between facilities that  
26 provide client services and their respective neighbors. The Good Neighbor Policy is applicable for  
27 Residential Programs when the CONTRACTOR provides service to County residents and the services  
28 have a potential impact including but not limited to community safety, cleanliness, and security in the  
29 surrounding neighborhood(s).

30 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor  
31 Policy, attached hereto as Exhibit D.

32 2. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible.  
33 In addition, each facility shall develop a written procedure for the handling of neighborhood complaints  
34 which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily  
35 accessible upon request, and include ADMINISTRATOR's contact information as provided.

36 3. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this  
37 Contract and constitute cause for termination of this Contract.

1 **XV. INDEMNIFICATION AND INSURANCE**

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

12 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
13 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
14 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
15 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on  
16 deposit with COUNTY during the entire term of this Contract.

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

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

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

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

37 //



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

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

6           F. QUALIFIED INSURER

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

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

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

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

37           H. REQUIRED COVERAGE FORMS

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

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

5           I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

36           N. Insurance certificates should be forwarded to the agency/department address specified in the  
37 Referenced Contract Provisions of this Contract.

1 O. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
2 calendar days of notification by CEO/Purchasing or the agency/department purchasing division, it shall  
3 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or  
4 terminate this Contract.

5 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance  
6 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in  
7 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
8 COUNTY.

9 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
10 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
11 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
12 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
13 all legal remedies.

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

17 S. SUBMISSION OF INSURANCE DOCUMENTS

18 1. The COI and endorsements shall be provided to COUNTY as follows:  
19 a. Prior to the start date of this Contract.  
20 b. No later than the expiration date for each policy.  
21 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
22 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

28 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
29 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
30 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
31 submitted to ADMINISTRATOR.

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

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



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

#### 5 **XVI. INSPECTIONS AND AUDITS**

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

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

#### 20 C. AUDIT RESPONSE

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

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

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

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen  
37 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,

1 programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such  
2 operation or audit is reimbursed in whole or in part through this Contract.

### 4 **XVII. LICENSES AND LAWS**

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

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

- 16 1. ARRA of 2009.
- 17 2. Trafficking Victims Protection Act of 2000.
- 18 3. WIC, Division 5, Community Mental Health Services.
- 19 4. WIC, Division 6, Admissions and Judicial Commitments.
- 20 5. WIC, Division 7, Mental Institutions.
- 21 6. HSC, §§1250 et seq., Health Facilities.
- 22 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 23 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 24 9. CCR, Title 17, Public Health.
- 25 10. CCR, Title 22, Social Security.
- 26 11. CFR, Title 42, Public Health.
- 27 12. CFR, Title 45, Public Welfare.
- 28 13. USC Title 42. Public Health and Welfare.
- 29 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 30 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 31 16. 42 USC §1857, et seq., Clean Air Act.
- 32 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 33 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 34 19. Policies and procedures set forth in Mental Health Services Act.
- 35 20. Policies and procedures set forth in DHCS Letters.
- 36 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

37 //

1 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform  
2 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3 23. 42 CFR, Section 438, Managed Care Regulations//

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

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

9  
10 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

30  
31 **XIX. MINIMUM WAGE LAWS**

32 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
33 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
34 or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
35 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
36 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing  
37 //

1 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum  
2 Wage.

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

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

## 10 **XX. NONDISCRIMINATION**

### 11 **A. EMPLOYMENT**

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

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

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

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

32 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
33 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
34 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
35 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
36

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1 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed  
2 fulfilled by use of the term EOE.

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

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

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

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

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

37 //



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

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

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

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

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

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

24  
25 **XXI. NOT TO EXCEED AMOUNT**

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

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

31  
32 **XXII. NOTICES**

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

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



**XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

**XXV. PATIENT'S RIGHTS**

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

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

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

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

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

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

**XXVI. PAYMENT CARD COMPLIANCE**

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



1 interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written  
2 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

### 4 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

18 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
19 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
20 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
21 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

35 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
36 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
37 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide

1 written approval to CONTRACTOR to maintain records in a single location, identified by  
2 CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

30  
31 **XXVIII. RESEARCH AND PUBLICATION**

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

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**XXIX. REVENUE**

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

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

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

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

**XXX. SEVERABILITY**

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

**XXXI. SPECIAL PROVISIONS**

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

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

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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 body  
5 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 Schedule  
11 may be found at [www.opm.gov](http://www.opm.gov).

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

19 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
20 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 building  
25 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 funds  
28 (matching).

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

31  
32 **XXXII. 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 consultants  
36 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of  
37 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of

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

### 7 8 **XXXIII. 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 shall be obligated to perform such duties as would normally extend beyond  
 13 this 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 or  
 16 holiday may be performed on the next regular business day.

### 17 18 **XXXIV. TERMINATION**

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

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

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

37 //

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

5           C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

35           8. To the extent services are terminated, cancel outstanding commitments covering the  
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
37 commitments which relate to personal services. With respect to these canceled commitments,



1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
2 arising out of such cancellation of commitment which shall be subject to written approval of  
3 ADMINISTRATOR.

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

8 F. Either Party may terminate this Contract, without cause, upon ninety (90) calendar days' written  
9 notice.

10 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
11 exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12  
13 **XXXV. THIRD PARTY BENEFICIARY**

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

16  
17 **XXXVI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 TELECARE CORPORATION

5 BY:  \_\_\_\_\_ DATED: 4/20/2021  
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9 TITLE: Senior VP for Development

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14 COUNTY OF ORANGE

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17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
18 HEALTH CARE AGENCY

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

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27 BY:  \_\_\_\_\_ DATED: 4/20/2021  
28 9713A4061D4343D...  
29 DEPUTY

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



EXHIBIT A  
TO CONTRACT FOR PROVISION OF  
ADULT CRISIS RESIDENTIAL SERVICES NORTH REGION  
BETWEEN  
COUNTY OF ORANGE  
AND  
TELECARE CORPORATION  
JULY 1, 2021 THROUGH JUNE 30, 2024

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

//

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 19. FSP

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

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

33 b. Client services are focused on Recovery and harm reduction to encourage the highest  
 34 level of Client empowerment and independence achievable. PSC's will meet with the Client in their  
 35 current community setting and will develop a supportive relationship with the individual served.  
 36 Substance abuse treatment will be integrated into services and provided by the Client's team to individuals  
 37 with a co-occurring disorder.

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

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

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

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

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

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

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

33 26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical  
34 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment  
35 Criteria and Intervention Related Criteria.

36 //  
37 //

1           27. Member Advisory Board means a member-driven board, which shall direct the activities,  
2 provide recommendations for ongoing program development and create the rules of conduct for the  
3 program.

4           28. Mental Health Specialist means an individual who has a Bachelor's Degree and four years of  
5 experience in a mental health setting and who performs individual and group case management studies.

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

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

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

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

17           c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment  
18 programs, Clients receive combined treatment for behavioral health and substance use disorders from the  
19 same practitioner or treatment team.

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

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

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

34           g. Targeted Case Management means services that assist a beneficiary to access needed  
35 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The  
36 service activities may include, but are not limited to, communication, coordination and referral;

37 //



1 monitoring service delivery to ensure beneficiary access to service and the service delivery system;  
2 monitoring of the beneficiary's progress; and plan development.

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

7 31. Mental Health Worker means an individual that assists in planning, developing and  
8 evaluating mental health services for Clients; provides liaison between Clients and service providers; and  
9 has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social  
10 work, or has two years of experience providing Client-related services to Clients experiencing mental  
11 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,  
12 counseling, or social work may be substituted for up to one year of the experience requirement.

13 32. 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 33. 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 individuals to their appropriate level of care and replace the diagnostic and acuity of illness-  
18 based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying  
19 the 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 34. NPI means National Provider Identifier and refers to the standard unique health identifier that  
23 was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered  
24 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in  
25 HIPAA standard transactions. The NPI is assigned for life.

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

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

33 37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
34 Services and may include activities that involve educating the community about the services offered and  
35 requirements for participation in the programs. Such activities should result in CONTRACTOR  
36 developing its own Client referral sources for the programs it offers.

37 //

1 38. Peer Recovery Specialist/Counselor means an individual who has been through the same or  
2 similar Recovery process as those he/she is now assisting to attain their Recovery goals while being paid  
3 for this function by the program. A Peer Recovery Specialist practice is informed by his/her own  
4 experience.

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

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

22 41. Pharmacy Benefits Manager means the organization that manages the medication benefits  
23 that are given to Clients that qualify for medication benefits.

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

28 43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
29 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as  
30 an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to  
31 regulations adopted by the BBS.

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

35 45. Promotores de Salud Model means a model where trained individuals, Promotores, work  
36 towards improving the health of their communities by linking their neighbors to health care and social  
37 services, educating their peers about behavioral health disorders, disease and injury prevention.

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

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

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

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

16           50. 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           51. 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           52. Referral means providing the effective linkage of a Client to another service, when indicated;  
33 with follow-up to be provided within five (5) working days to assure that the Client has made contact with  
34 the referred service.

35           53. Supportive Housing PSC means a person who provides services in a supportive housing  
36 structure. This person coordinates activities that include, but are not limited to: independent living skills,  
37 social activities, supporting communal living, assisting Clients with conflict resolution, advocacy, and

1 linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC consult with the  
2 multidisciplinary team of Clients assigned by the program. The PSCs are active in supporting and  
3 implementing a full service partnership philosophy and its individualized, strengths-based, culturally  
4 appropriate, and Client-centered approach.

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

9 55. Token means the security device which allows an individual user to access COUNTY’s  
10 computer-based IRIS.

11 56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method  
12 used for determining the annual Client liability for Mental Health Services received from COUNTY  
13 mental health system and is set by the State of California.

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

20 58. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for  
21 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and  
22 quality of life.

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

25  
26 **II. BUDGET**

27 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit  
28 A to the Contract and the following budget, which is set forth for informational purposes only and may  
29 be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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1 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Not to Exceed Amount  
2 identified in Subparagraph II.A. of this Exhibit A to the Contract includes Indirect Costs not to exceed  
3 fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent  
4 (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may  
5 include operating income.

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

14 D. The Parties agree that the above budget reflects an average Medi-Cal Client case load of  
15 approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept  
16 COUNTY referrals that may result in an increase in this average.

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

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

36 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
37 Paragraph of this Exhibit A to the Contract.



### III. PAYMENTS

1  
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$100,967  
3 per month. All payments are interim payments only and are subject to Final Settlement in accordance  
4 with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the  
5 actual cost of providing the services, which may include Indirect Administrative Costs, as identified in  
6 Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does  
7 not exceed COUNTY's Total Not to Exceed Amount as specified in the Referenced Contract provisions  
8 of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State  
9 and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any  
10 month for which the provisional amount specified above has not been fully paid.

11 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and  
12 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.  
13 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
14 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

#### 3 4 **IV. REPORTS**

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

##### 7 B. FISCAL

8 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
9 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR  
10 and will report actual costs and revenues for CONTRACTOR's program described in the Services  
11 Paragraph of this Exhibit A to the Contract. Such reports will also include total bed days, DSH and  
12 number of Clients by program. The reports will be received by ADMINISTRATOR no later than the  
13 twentieth (20th) calendar day following the end of the month being reported. CONTRACTOR must  
14 request in writing any extensions to the due date of the monthly-required reports. If an extension is  
15 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

##### 30 D. PROGRAMMATIC

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

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

37 //

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

- 3                   1) current schedule of groups and activities;
- 4                   2) a description of chart compliance activities as well as the outcome of chart reviews;
- 5                   3) number of admissions;
- 6                   4) referral source upon admission;
- 7                   5) type of funding upon admission;
- 8                   6) average length of stay;
- 9                   7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 10                  8) average daily census;
- 11                  9) number of discharges;
- 12                  10) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 13                  11) voluntary and involuntary hospitalizations that occur during Client's stay or within  
14 forty-eight (48) hours of discharge;
- 15                  12) readmissions within forty-eight (48) hours and within fourteen (14) days of  
16 discharge;
- 17                  13) number of individual counseling sessions and duration of sessions per month;
- 18                  14) number of educational groups and the duration of each group type provided to Clients  
19 per month;
- 20                  15) number of attendees to the groups per month;
- 21                  16) percentage of Clients attending groups; and
- 22                  17) description of CONTRACTOR's progress in implementing the provisions of this  
23 Contract. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the  
24 terms of this Contract, and if not, will specify what steps will be taken to achieve satisfactory progress.

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

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

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

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

37 //

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

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

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

21 H. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by  
22 ADMINISTRATOR. Said psychometrics are for COUNTY’s analytical uses only, and shall not be relied  
23 upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY  
24 harmless, and indemnify pursuant to Section XIV, from any claims that arise from non-COUNTY use of  
25 said psychometrics.

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

28  
29 **V. SERVICES**

30 **A. FACILITIES**

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

35  
36 25402 Pacifica Avenue  
37 Mission Viejo, CA, 92691

- 1           2. CONTRACTOR shall meet the standards of the applicable sections of:
- 2           a. HSC Code 1520 et.seq;
- 3           b. CCR, Title 22. Division 6, Chapter 2, Social Rehabilitation Facilities;
- 4 Subchapter 1, Article 7;
- 5           c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social
- 6 Rehabilitation Programs;
- 7           d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;
- 8           e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented
- 9 in 45 CFR 84.1 et seq.);
- 10           f. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.) pertaining to
- 11 the prohibition of discrimination against qualified persons with disabilities in all programs or activities,
- 12 as they exist now or may be hereafter amended together with succeeding legislation.

13           3. The facility shall have a capacity of six (6) beds and include adequate physical space to

14 support the services identified within the Contract.

15           4. The facility shall be open for admissions between the hours of 8:00 a.m. and 11:00 p.m.

16 Monday through Sunday and also shall maintain the ability to accept an admission outside of these hours

17 as needed. Services to Clients in this program will be provided on a twenty-four (24) hour, seven (7) day

18 per week, three hundred sixty-five (365) day per year basis.

19           5. The facility shall be maintained by CONTRACTOR and CONTRACTOR shall perform

20 regular maintenance and upkeep of the facility to ensure the safety and well-being of the

21 Clients. CONTRACTOR shall be responsible for:

- 22           a. Regular maintenance and upkeep of facility;
- 23           b. Capital projects;
- 24           c. Repairs due to negligence; and
- 25           d. For all other facility repairs, CONTRACTOR shall submit a request to utilize contract
- 26 funds to ADMINISTRATOR for review. Submission of a request does not guarantee approval to utilize
- 27 contract funds.

28           6. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule

29 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

30           B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential

31 services to individuals evaluated by and referred by COUNTY and COUNTY contractors as appropriate.

32 CONTRACTOR shall not provide walk-in evaluation and admission services unless mutually agreed

33 upon, in writing, between CONTRACTOR and ADMINISTRATOR. ADMINISTRATOR will serve as

34 the principal source to authorize admissions of individuals who meet the following criteria:

- 35           1. Adults over the age of eighteen (18) years of age whose needs are compatible with those of
- 36 other Clients if they require the same level of care and supervision and all Community Care Licensing
- 37 requirements can be met;



- 1 2. COUNTY Client;
- 2 3. Diagnosed with a behavioral health disorder and who may have a co-occurring disorder;
- 3 4. In crisis and at the risk of hospitalization and could safely benefit from this level of care; and
- 4 5. Willing to participate fully and voluntarily in services.

5 C. ADULT CRISIS RESIDENTIAL PROGRAM – This program operates twenty-four (24) hours a  
6 day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation model,  
7 which is designed to enhance individuals’ social connections with family or community so that they can  
8 move back into the community and prevent inpatient stays. Short-term Crisis Residential Services will  
9 be provided to adults who are in behavioral health crises and may be at risk of psychiatric hospitalization  
10 and will involve families and significant others throughout the treatment episodes so that the dynamics of  
11 the Clients’ circumstances are improved prior to discharge. Individuals are referred from Adult and Older  
12 Adult Behavioral Health County or County-contracted behavioral health providers and services will be  
13 rich in collaborating with these existing providers to arrange for discharge planning, appropriate housing  
14 placements, as needed, in addition to securing linkages to ongoing treatment providers prior to discharge.  
15 Crisis Residential Services provide positive, temporary alternatives for people experiencing acute  
16 psychiatric episodes or intense emotional distress who might otherwise face voluntary or involuntary  
17 inpatient treatment. Programs will provide crisis intervention, therapy, medication monitoring and  
18 evaluation to determine the need for the type and intensity of additional services within a framework of  
19 evidence based and trauma-informed approaches to recovery planning, including a rich peer support  
20 component. Program will include treatment for co-occurring disorders based on either harm-reduction or  
21 abstinence-based approaches to wellness and recovery, including providing a safe, smoke free, drug free,  
22 accepting environment that nurtures individuals’ processes of personal growth and overall wellness. The  
23 programs must emphasize mastery of daily living skills and social development using strength-based  
24 approaches that support recovery and wellness. The residential settings will create solid links to the  
25 continuum of care with heavy emphasis on housing supports and linkages that will ease the transitions  
26 into independent living and prevent recidivism. Intensive psychosocial services are provided on an  
27 individual and group basis by licensed and licensed-waivered mental health professionals, including  
28 therapy, crisis intervention, group education, assistance with self-administration of medications and case  
29 management. The focus is on recovery and intensive behavioral health treatment, management and  
30 discharge planning, linkage and reintegration into the community. The average length of stay per Client  
31 is fourteen (14) days. The program will offer an environment where Clients are supported as they look at  
32 their own life experiences, set their own paths toward recovery, and work towards the fulfillment of their  
33 hopes and dreams. The Clients are expected to participate fully in all program activities, including all  
34 individual sessions, groups, and recovery-oriented outings.

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

- 37 a. HSC 1520 et. seq;



- b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;
  - c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs, Section 531-535; and
  - d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.
2. CONTRACTOR shall provide short term crisis residential program services as follows:
- a. Admission Services:
    - 1) CONTRACTOR shall accept individuals who have been determined to meet admission criteria by approved County and County-contracted referral sources and will have the Client sign an admission agreement describing the services to be provided, Client rights, and the expectations of the Client regarding house rules and involvement in all aspects of the program, including individual and group therapy sessions.
    - 2) CONTRACTOR shall complete a thorough behavioral health assessment and psychiatric evaluation within twelve (12) hours of admission.
    - 3) During the initial seventy-two (72) hours subsequent to admission, Clients will be expected to remain on site at all times to ensure integration into the program. After this initial period, Client may be eligible to attend a critical appointment related to medical care, housing or financial entitlements. Facility staff will accompany Client and transportation will be provided. Prior to the approved activity pass, the Client must be clinically evaluated by clinical team an hour prior to departure and immediately upon returning to the facility. The Client must be clinically approved prior to leaving the facility. These clinical evaluations will be clearly documented in the individual’s chart.
    - 4) CONTRACTOR shall obtain or complete a medical history within twenty-four (24) hours of admission.
    - 5) CONTRACTOR shall be responsible for Client’s TB testing upon admission if Client has not completed the test prior to admission to the program.
    - 6) CONTRACTOR shall not deny referrals if CONTRACTOR has available space and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.
    - 7) CONTRACTOR and Client will together develop a written treatment/service plan specifying goals and objectives, involving Client’s family and support persons as appropriate, and as aligned with a recovery focused, person-centered and directed approach within twenty four (24) hours of admission. CONTRACTOR shall involve the Client’s family and support persons or document attempts to obtain consent until consent is obtained or the Client is discharged.
    - 8) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a discharge date in concert with the Client and their family/support system. The targeted discharge date will be within fourteen (14) calendar days after admission.
    - 9) CONTRACTOR will administer COVID testing for the Clients brought in by CAT on site and quarantine as needed in order to quickly admit, remove barriers and make Crisis Residential treatment available to this underserved population.

1 b. Therapeutic Services:

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

5 2) CONTRACTOR shall provide group counseling sessions at least four (4) times daily  
6 to assist Clients in developing skills that enable them to progress towards self-sufficiency and to reside in  
7 less intensive levels of care. Topics may include, but not be limited to: narrative therapy, reminiscence  
8 therapy, storytelling therapy, self-advocacy, personal identity, goal setting, developing hope, coping  
9 alternatives, processing feelings, relationship management, proper nutrition, personal hygiene and  
10 grooming, household management, personal safety, symptom monitoring, etc. These groups will be  
11 clearly documented in the individual's chart. All therapeutic process groups will be facilitated by a  
12 licensed clinician and shall be sensitive to all cultural and gender considerations.

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

15 4) CONTRACTOR shall support a culture of "recovery" which focuses on personal  
16 responsibility for a Client's behavioral health management and independence, and fosters Client  
17 empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be  
18 encouraged and assigned to each Client as appropriate on a daily basis to foster responsibility and learning  
19 of independent living skills. These chores will be followed up on by residential staff, in the spirit of  
20 learning, who will also assist the Client in learning the new skills and completing the chores as needed.

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

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

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

35 8) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is  
36 non-confrontational, follows behavioral principles, considers interactions between behavioral health  
37 disorders and substance abuse and has gradual expectations of abstinence. CONTRACTOR shall provide,

1 on a regularly scheduled basis, education via individual and/or group sessions to Clients on the effects of  
2 alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources. Twelve  
3 (12) step groups and Smart Recovery groups will be encouraged at the facility on a regular basis.

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

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

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

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

17 13) CONTRACTOR shall provide information, support, advocacy education, and  
18 assistance with including the Client's natural support system in treatment and services.

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

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

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

31 c. Case Management/Discharge Services:

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

37 //

1                   2) CONTRACTOR shall collaborate proactively with Client's Mental Health Plan  
2 Provider when such is required to link Clients to COUNTY or contracted housing services, which may  
3 include continued temporary housing, permanent supported housing, interim placement, or other  
4 community housing options.

5                   3) CONTRACTOR shall assist Clients in scheduling timely follow-up appointment(s)  
6 between Client and their mental health service provider while Client is still enrolled or within twenty-four  
7 (24) hours following discharge to ensure that appropriate linkage has been successful. Provide telephone  
8 follow up within five (5) calendar days to ensure linkage was successful and if not, relinkage services will  
9 be provided. Services shall be documented in the Client chart. Peer Recovery Specialists and Residential  
10 Counselors will be expected to accompany Clients to their follow up linkage appointments as part of their  
11 case management duties.

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

15                   5) CONTRACTOR shall obtain prior approval from ADMINISTRATOR for Clients  
16 who are deemed necessary to stay in the program for more than fourteen (14) calendar days, which may  
17 be more common for our older adult population. CONTRACTOR shall obtain prior written approval  
18 from ADMINISTRATOR for Clients who are deemed necessary to stay in the program for more than  
19 thirty (30) days.

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

29                   7) In the event a Client leaves the program without permission, CONTRACTOR shall  
30 hold Client's bed open for twenty-four (24) hours unless otherwise mutually agreed upon by  
31 ADMINISTRATOR and CONTRACTOR.

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

36                   d. Medication Support Services:

37 //

1) CONTRACTOR shall provide medications, as clinically appropriate, to all Clients regardless of funding.

2) CONTRACTOR shall educate Clients on the role of medication in their recovery plan, and how the Client can take an active role in their own recovery process. These educational efforts should be geared toward older adults and, if necessary, focus on management of multiple medications for multiple conditions. CONTRACTOR shall provide education to Clients on medication choices, risks, benefits, alternatives, side effects and how these can be managed. Client education shall be provided on a regularly scheduled basis via individual and group sessions.

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

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

5) Licensed staff authorized to dispense medication will document the Client's response to their medication, as well as any side effects to that medication, in the Client's chart.

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

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

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

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

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

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

e. Transportation Services:



1) CONTRACTOR shall provide transportation services, via the leased car dedicated to this Contract, that are suitable for older adults for program related activities, which may include, but not be limited to, transportation to appointments deemed necessary for medical or dental care or activities related to and in support of preparation for discharge and/or community integration. All other non-crucial appointments shall be delayed until after the individual is discharged. CONTRACTOR staff shall accompany individuals on these necessary appointments. Clients shall not be left unattended or unsupervised for the duration of their stay in the program, including during these crucial appointments.

f. Food Services:

1) CONTRACTOR shall meet meal service and food supply requirements per Community Care Licensing regulations and also meet nutritional needs of older adults which shall include, but not be limited to:

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

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

4) CONTRACTOR shall have menu items approved by older adult specialist or nutritionist as appropriate.

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

D. PROGRAM DIRECTOR/QI Responsibilities – The Program Administrator will have ultimate responsibility for the program and will ensure the following:

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

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

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

//



1 4. Provide clinical direction and training to staff on all clinical documentation and treatment  
2 plans;

3 5. Retain on staff at all times, a certified reviewer trained by ADMINISTRATOR’s Authority  
4 and Quality Improvement unit. ADMINISTRATOR is requesting that Clinical and Program  
5 Administrator positions carry out these duties;

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

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

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

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

14 E. QUALITY IMPROVEMENT

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

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

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

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

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

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

36 F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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1           1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care  
2 and implement any recommendations made by COUNTY to improve Client care.

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

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

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

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

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

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

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

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

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

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

- 6. Recovery Program/Rehabilitation Program;
- 7. Community Integration/Case Management/Discharge Planning;
- 8. Documentation Standards;
- 9. Quality Management/Performance Outcomes;
- 10. Client Rights;
- 11. Personnel/In service Training;
- 12. Unusual Occurrence Reporting;
- 13. Code of Conduct/Compliance;
- 14. Mandated Reporting;
- 15. Clients with physical disabilities;
- 16. Service Animals; and
- 17. Transportation and Supervision.

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

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

M. PERFORMANCE OUTCOMES

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

- a. maintain an occupancy rate of at least ninety five percent (95%);
- b. maintain an average length of stay of fourteen (14) days or less;
- c. discharge at least ninety five percent (95%) of Clients to a lower level of care;
- d. link at least ninety five percent (95%) of Clients to outpatient services at discharge.

Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge; linkage can occur while the Clients are still in the program to ensure success.

- e. ensure at least ninety-five percent (95%) of residents do not require inpatient hospitalization within forty-eight (48) hours of discharge;
- f. ensure at least seventy-five percent (75%) of Clients do not require inpatient hospitalization within sixty (60) calendar days of discharge;
- g. ensure at least ninety percent (90%) of Clients do not readmit within forty-eight (48) hours of discharge;

1 h. ensure at least seventy-five percent (75%) of Clients do not readmit within sixty (60)  
2 calendar days of discharge;

3 i. develop an evidenced based performance metric of Client improvement measured upon  
4 admission and upon linkage and discharge; and

5 j. research, propose and develop additional evidenced based metrics/performance  
6 objectives that are relevant to described services and desired outcomes.

7 N. DATA CERTIFICATION

8 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and  
9 complete database for all individuals served under this Contract. The Client database shall be certified  
10 upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of every  
11 month. If CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format,  
12 the data must be made available in an HCA approved database file type. If CONTRACTOR’s system is  
13 web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring, reporting, and  
14 allowing accessibility to view, run, print, and export Client records/reports.

15 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database errors.

16 3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required data  
17 elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A with verification that  
18 outcome data is correct.

19 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as  
20 outlined in Subparagraph V.M of this Exhibit A to the Contract with verification that outcome data is  
21 correct.

22 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services  
23 Paragraph of this Exhibit A to the Contract.

24  
25 **VI. STAFFING**

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

33 B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner  
34 that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall  
35 maintain documents of such efforts which may include, but not be limited to: records of participation in  
36 COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies

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1 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to  
2 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

3 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps.  
4 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and  
5 placed in their personnel files.

6 D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete COUNTY's  
7 New Provider Training.

8 E. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training and  
9 Annual Compliance Training.

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

- 14 1. Basic knowledge of mental disorders;
- 15 2. Counseling skills, including individual, group, vocational and job counseling skills;
- 16 3. Crisis management;
- 17 4. Development and updating of needs and services plan;
- 18 5. Discharge planning;
- 19 6. Medications, including possible side effects and signs of overmedicating;
- 20 7. Knowledge of community services and resources;
- 21 8. Principles of good nutrition, proper food preparation and storage, and menu planning;
- 22 9. Requirements of Care and Supervision for all Clients;
- 23 10. Cultural sensitivity;
- 24 11. Working with Transgender Clients, and;
- 25 12. Working with Clients with physical disabilities.

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

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

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

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

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

37 //

1 K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
 2 Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be  
 3 equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTEs</u>
Office Coordinator II	0.50
Clinical Director	0.50
Clinician	1.40
LVN/LPT	1.40
Peer Support Specialist	0.70
Program Administrator	0.50
Regional Director of Operations	0.05
HR Generalist	0.05
Residential Counselor	7.00
IT Support Specialist	<u>0.02</u>
SUBTOTAL PROGRAM	12.12
Psychiatrist (Subcontract)	<u>0.16</u>
TOTAL FTEs	12.28

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 19  
 20 L. WORKLOAD STANDARDS

- 21 1. One (1) DSH will be equal to sixty (60) minutes of direct Client service.
- 22 2. CONTRACTOR shall provide one hundred ninety-two (192) DSHs per year of direct  
 23 physician time which will include medication support services which are inclusive of both billable and  
 24 non-billable services.
- 25 3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours  
 26 per day, seven (7) days a week and see each Client at least twice per week or more often if needed.
- 27 4. CONTRACTOR shall provide two thousand eighty (2,080) Client bed days per year, which  
 28 are inclusive of both billable and non-billable services.
- 29 5. CONTRACTOR shall, during the term of the Contract, provide Client related services,  
 30 tracking the number of individual counseling sessions and number of therapeutic and educational didactic  
 31 groups provided with a minimum of four (4) groups, including two therapeutic groups facilitated by  
 32 licensed clinicians and two didactic groups and one (1) individual session provided by a licensed clinician  
 33 per day.

34 M. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22,  
 35 Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5,  
 36 Part 2, Chapter 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification  
 37 standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as appropriate



1 to the services being provided. A sufficient number of clinical staff will be licensed in order to meet all  
2 State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by clinical staff  
3 who do not meet these requirements.

4 N. A limited number of clinical staff will be qualified and designated by COUNTY to perform  
5 evaluations pursuant to Section 5150, WIC.

6 O. CONTRACTOR may augment the above paid staff with volunteers or interns upon written  
7 approval of ADMINISTRATOR.

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

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

17 3. Student intern services shall not comprise more than twenty percent (20%) of total services  
18 provided.

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

23 Q. CONTRACTOR shall follow the following guidelines for County tokens:

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

26 b. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the  
27 staff member to whom each is assigned.

28 c. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the  
29 Token for each staff member assigned a Token.

30 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
31 conditions:

- 32 1) Token of each staff member who no longer supports this Contract;
- 33 2) Token of each staff member who no longer requires access to the HCA IRIS;
- 34 3) Token of each staff member who leaves employment of CONTRACTOR;
- 35 4) Token is malfunctioning; or
- 36 5) Termination of Contract.

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

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

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

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1 EXHIBIT B  
2 TO CONTRACT FOR PROVISION OF  
3 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 TELECARE CORPORATION  
8 JULY 1, 2021 THROUGH JUNE 30, 2024  
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 in the Common Terms and  
13 Definitions Paragraph of Exhibit A to the Contract or in Subparagraph B below, shall have the same  
14 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45  
15 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,  
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the  
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at  
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and  
24 control access to it.

25 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
26 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology  
27 specified by the Secretary of HHS in the guidance issued on the HHS Web site.

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in  
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of  
2 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
3 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

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

37 //



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

4 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
5 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
6 employees, subcontractors, and agents who have access to the Social Security data, including employees,  
7 agents, subcontractors, and agents of its subcontractors.

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

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

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

31 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
32 Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

33 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
34 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
35 HIPAA, the HITECH Act, and the HIPAA regulations.

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1 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
2 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
3 B.2.a above.

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and  
6 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
7 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to  
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
9 CONTRACTOR shall develop and maintain a written information privacy and security program that  
10 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
11 CONTRACTOR's operations and the nature and scope of its activities.

12 2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the  
13 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in  
14 compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated  
15 policies upon request.

16 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
17 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
18 or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI  
19 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
20 behalf of COUNTY. These steps shall include, at a minimum:

21 a. Complying with all of the data system security precautions listed under Subparagraph E.,  
22 below;

23 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
24 conducting operations on behalf of COUNTY;

25 c. Providing a level and scope of security that is at least comparable to the level and scope  
26 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal  
27 Automated Information Systems, which sets forth guidelines for automated information systems in  
28 Federal agencies;

29 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
30 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same  
31 restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

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

35 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
36 shall be responsible for carrying out the requirements of this paragraph and for communicating on security  
37 matters with COUNTY.

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

3 a. Employee Training. All workforce members who assist in the performance of functions  
4 or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY  
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
6 COUNTY, must complete information privacy and security training, at least annually, at  
7 CONTRACTOR's expense. Each workforce member who receives information privacy and security  
8 training must sign a certification, indicating the member's name and the date on which the training was  
9 completed. These certifications must be retained for a period of six (6) years following the termination  
10 of Contract.

11 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
12 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including  
13 termination of employment where appropriate.

14 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
15 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
16 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
17 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
18 workforce member prior to access to such PHI. The statement must be renewed annually. The  
19 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for  
20 a period of six (6) years following the termination of the Contract.

21 d. Background Check. Before a member of the workforce may access PHI COUNTY  
22 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
23 COUNTY, a background screening of that worker must be conducted. The screening should be  
24 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
25 screening being done for those employees who are authorized to bypass significant technical and  
26 operational security controls. CONTRACTOR shall retain each workforce member's background check  
27 documentation for a period of three (3) years.

28 2. Technical Security Controls

29 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
30 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
31 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
32 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
33 COUNTY.

34 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to  
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
36 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
37 upon a risk assessment/system security review.

1 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses  
2 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
3 required to perform necessary business functions may be copied, downloaded, or exported.

4 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
6 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
7 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm  
8 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"  
9 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's  
10 locations.

11 e. Antivirus software. All workstations, laptops and other systems that process and/or store  
12 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits  
13 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution  
14 with automatic updates scheduled at least daily.

15 f. Patch Management. All workstations, laptops and other systems that process and/or store  
16 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits  
17 on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There  
18 must be a documented patch management process which determines installation timeframe based on risk  
19 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within  
20 thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational  
21 reasons must have compensatory controls implemented to minimize risk, where possible.

22 g. User IDs and Password Controls. All users must be issued a unique user name for  
23 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
24 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
25 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
26 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters  
27 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.  
28 Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be  
29 changed if revealed or compromised. Passwords must be composed of characters from at least three (3)  
30 of the following four (4) groups from the standard keyboard:

- 31 1) Upper case letters (A-Z)
- 32 2) Lower case letters (a-z)
- 33 3) Arabic numerals (0-9)
- 34 4) Non-alphanumeric characters (punctuation symbols)

35 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
37 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media

1 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods  
2 require prior written permission by COUNTY.

3 i. System Timeout. The system providing access to PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 must provide an automatic timeout, requiring re-authentication of the user session after no more than  
6 twenty (20) minutes of inactivity.

7 j. Warning Banners. All systems providing access to PHI COUNTY discloses to  
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
9 must display a warning banner stating that data is confidential, systems are logged, and system use is for  
10 business purposes only by authorized users. User must be directed to log off the system if they do not  
11 agree with these requirements.

12 k. System Logging. The system must maintain an automated audit trail which can identify  
13 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or  
14 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such  
15 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must  
16 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database  
17 logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after  
18 occurrence.

19 l. Access Controls. The system providing access to PHI COUNTY discloses to  
20 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
21 must use role based access controls for all user authentications, enforcing the principle of least privilege.

22 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
24 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
25 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
26 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website  
27 access, file transfer, and E-Mail.

28 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and  
29 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
30 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
31 comprehensive intrusion detection and prevention solution.

### 32 3. Audit Controls

33 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
34 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
36 COUNTY must have at least an annual system risk assessment/security review which provides assurance

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1 that administrative, physical, and technical controls are functioning effectively and providing adequate  
2 levels of protection. Reviews should include vulnerability scanning tools.

3 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 must have a routine procedure in place to review system logs for unauthorized access.

6 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to  
7 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
8 must have a documented change control procedure that ensures separation of duties and protects the  
9 confidentiality, integrity and availability of data.

#### 10 4. Business Continuity/Disaster Recovery Control

11 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
12 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
13 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
14 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance  
15 or situation that causes normal computer operations to become unavailable for use in performing the work  
16 required under this Contract for more than twenty-four (24) hours.

17 b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
18 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule  
19 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount  
20 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly  
21 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the  
22 application owner) must merge with the DRP.

#### 23 5. Paper Document Controls

24 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
25 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended  
26 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that  
27 information is not being observed by an employee authorized to access the information. Such PHI in  
28 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
29 baggage on commercial airplanes.

30 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR  
31 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be  
32 escorted and such PHI shall be kept out of sight while visitors are in the area.

33 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
34 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
35 through confidential means, such as cross cut shredding and pulverizing.

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1 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
2 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
3 of the CONTRACTOR except with express written permission of COUNTY.

4 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
6 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
7 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended  
8 recipient before sending the fax.

9 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
10 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
11 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five  
12 hundred (500) or more individually identifiable records containing PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in  
14 a single package shall be sent using a tracked mailing method which includes verification of delivery and  
15 receipt, unless the prior written permission of COUNTY to use another method is obtained.

#### 16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

26 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
27 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification  
28 within twenty-four (24) hours of the oral notification.

29 3. CONTRACTOR's notification shall include, to the extent possible:

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

32 b. Any other information that COUNTY is required to include in the notification to  
33 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
34 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period  
35 set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

8 5) Contact procedures for Individuals to ask questions or learn additional information,  
9 which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

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

12 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
13 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
14 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required  
15 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure  
16 of PHI did not constitute a Breach.

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

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

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

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

33 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

6 1) The Disclosure is required by law; or

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

11 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
12 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
13 CONTRACTOR.

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

16 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
17 consistent with the minimum necessary P&Ps of COUNTY.

18 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
19 required by law.

20 H. PROHIBITED USES AND DISCLOSURES

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

26 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
27 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
28 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
29 17935(d)(2).

30 I. OBLIGATIONS OF COUNTY

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

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

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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 may  
3 affect CONTRACTOR’s Use or Disclosure of PHI.

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

14 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY  
15 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received  
16 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 agents  
18 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 infeasible,  
25 for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C  
TO CONTRACT FOR PROVISION OF  
ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION  
BETWEEN  
COUNTY OF ORANGE  
AND  
TELECARE CORPORATION  
JULY 1, 2021 THROUGH JUNE 30, 2024

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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



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

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

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

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

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

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

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

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1 EXHIBIT D  
2 TO CONTRACT FOR PROVISION OF  
3 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 TELECARE CORPORATION  
8 JULY 1, 2021 THROUGH JUNE 30, 2024  
9

10 **I. PREFACE**

11 The COUNTY as a political subdivision of the State of California, is mandated by state and federal  
12 law to provide certain services to all County residents. In addition, the COUNTY provides certain other  
13 non-mandated services to enhance the well-being and quality of life for its residents. The COUNTY is  
14 committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and  
15 communities in which its Residential Program contractors provide services to its residents.

16 Following effective date of this Contract, but no later than August 1, 2021, CONTRACTOR shall  
17 conduct reasonable outreach to cities, neighborhoods and communities that could be affected by services  
18 provided by the CONTRACTOR.  
19

20 **II. GOOD NEIGHBOR POLICY**

21 This Policy applies only to the extent the CONTRACTOR provides direct services to County clients  
22 pursuant to this Contract. The intent of this Policy is to identify community impacts and measures to  
23 mitigate those impacts to be an integral part of the neighborhood and community the County serves.

24 CONTRACTOR shall establish a policy that includes all of the following elements:

- 25 • Ensure staff and clients conduct themselves in a manner that demonstrates respect for the  
26 community and consideration of neighbors when entering/exiting the facility or outdoors.
- 27 • Establish and maintain early communication with cities, neighborhoods and communities as a way  
28 to identify potential impacts to neighborhoods and mitigate as needed.
- 29 • Establish cooperative relationships with cities, neighborhoods and communities where services  
30 are being rendered and mitigate impact as needed.
- 31 • Collaborate with cities, neighborhoods and communities as a way to promote integration of  
32 facilities into the community and determine the effectiveness of established good neighbor  
33 practices
- 34 • Develop written procedures to track, respond and mitigate neighborhood complaints. Procedures  
35 should include identification of a contact person for complaint resolution and identification of  
36 COUNTY contact if complaint is not adequately resolved. The procedures must also identify how  
37 these incidents will be reported to the appropriate COUNTY contact in a timely manner.

- 1 • Establish generalized good neighbor practices for services and facility(ies) that include:
- 2 • Adequate parking
- 3 • Adequate waiting and visiting areas
- 4 • Adequate restroom facilities
- 5 • Property maintenance and appearance
- 6 • Community safety
- 7 • Congregation guidelines
- 8 • Security provisions

9 CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the  
10 commencing of services.

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