

1 CONTRACT FOR PROVISION OF
2 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
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").

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

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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Enhanced
19 Recovery Full Service Partnership Services 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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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:	\$3,561,967
Period Two Not to Exceed Amount	\$3,561,967
Period Three Not to Exceed Amount:	<u>\$3,561,967</u>
TOTAL NOT TO EXCEED AMOUNT:	\$10,685,901

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Telecare Corporation
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:

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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. PRA	California Public Records Act
20	CK. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
21	CL. SIR	Self-Insured Retention
22	CM. SMA	Statewide Maximum Allowable (rate)
23	CN. SOW	Scope of Work
24	CO. SUD	Substance Use Disorder
25	CP. UMDAP	Uniform Method of Determining Ability to Pay
26	CQ. UOS	Units of Service
27	CR. USC	United States Code
28	CS. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 3. Such training shall be made available to each Covered Individual annually.

36 4. ADMINISTRATOR shall track training completion while CONTRACTOR shall provide
37 copies of training certification upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14
15 **V. CONFIDENTIALITY**

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

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

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

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

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

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1 **VI. CONFLICT OF INTEREST**

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

9
 10 **VII. COST REPORT**

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

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

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

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

36 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
 37 individual and/or consolidated Cost Report setting forth good cause for justification of the request.

1 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
2 unreasonably denied.

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

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

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

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

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

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

36 //

37 //

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

Signed _____
Name _____
Title _____
Date _____"

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

3
4 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

33 34 **X. DISPUTE RESOLUTION**

35 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
36 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
37 //

1 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
2 the attention of COUNTY Purchasing Agent by way of the following process:

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

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

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

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

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

26 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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XII. EQUIPMENT

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

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

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

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

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

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

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

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

4 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

17 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

33 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
34 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
35 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
36 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
37 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the

1 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
 2 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
 3 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
 4 representative(s) at any reasonable time.

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

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

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

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

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

21 F. QUALIFIED INSURER

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

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

30 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 31 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

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1	Automobile Liability including coverage	\$1,000,000 per occurrence
2	for owned, non-owned and hired vehicles (4 passengers or less)	
3	Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
4	Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
5		
6	Workers' Compensation	Statutory
7		
8	Employers' Liability Insurance	\$1,000,000 per occurrence
9	Network Security & Privacy Liability	\$1,000,000 per claims made
10		
11	Professional Liability Insurance	\$1,000,000 per claims made
12		\$1,000,000 aggregate
13		
14	Sexual Misconduct Liability	\$1,000,000 per occurrence
15		

16 H. REQUIRED COVERAGE FORMS

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

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

21 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 S. SUBMISSION OF INSURANCE DOCUMENTS

- 34 1. The COI and endorsements shall be provided to COUNTY as follows:
35 a. Prior to the start date of this Contract.
36 b. No later than the expiration date for each policy.

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

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

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

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

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

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

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

21
22 **XV. INSPECTIONS AND AUDITS**

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

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

37 //

1 C. AUDIT RESPONSE

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

7 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
8 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
9 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
10 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
11 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
12 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
13 reimbursement due COUNTY.

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

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

21
22 **XVI. LICENSES AND LAWS**

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

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

- 34 1. ARRA of 2009.
35 2. Trafficking Victims Protection Act of 2000.
36 3. WIC, Division 5, Community Mental Health Services.
37 4. WIC, Division 6, Admissions and Judicial Commitments.

5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
23. 42 CFR, Section 438, Managed Care Regulations.

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

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

XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

11
12 **XVIII. NOT TO EXCEED AMOUNT**

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

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

18
19 **XIX. MINIMUM WAGE LAWS**

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

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

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

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XX. NONDISCRIMINATION**A. EMPLOYMENT**

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

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
37 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

1 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
2 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
3 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
4 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
5 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
6 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
7 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
8 includes, but is not limited to the following based on one or more of the factors identified above:

- 9 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 10 2. Providing any service or benefit to a Client which is different or is provided in a different
11 manner or at a different time from that provided to other Clients.
- 12 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
13 others receiving any service and/or benefit.
- 14 4. Treating a Client differently from others in satisfying any admission requirement or
15 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
16 any service and/or benefit.
- 17 5. Assignment of times or places for the provision of services.

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

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

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

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

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

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
35 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
36 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et
37 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination

1 against qualified persons with disabilities in all programs or activities, and if applicable, as implemented
 2 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
 3 legislation.

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

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

12 **XXI. NOTICES**

13 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
 14 authorized or required by this Contract shall be effective:
 15

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

19 2. When faxed, transmission confirmed;

20 3. When sent by Email; or

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

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

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

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

33 **XXII. NOTIFICATION OF DEATH**

34 A. Upon becoming aware of the death of any person served pursuant to this Contract,
 35 CONTRACTOR shall immediately notify ADMINISTRATOR.
 36

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

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

7 2. WRITTEN NOTIFICATION

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

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

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

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

20
21 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

29
30 **XXIV. PATIENT’S RIGHTS**

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

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

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

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

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

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

14
15 **XXV. PAYMENT CARD COMPLIANCE**

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

24
25 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

35 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
36 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
37 //

1 | claimed to have been incurred in the performance of this Contract and in accordance with Medicare
2 | principles of reimbursement and GAAP.

3 | 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
4 | through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
5 | necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
6 | §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

7 | B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
8 | to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
9 | violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
10 | practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
11 | regulations and/or COUNTY policies.

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

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

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

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

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

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

32 | 1. The medical records and billing records about individuals maintained by or for a covered
33 | health care provider;

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

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

37 | //

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

- 4 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
5 or site visit.
- 6 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 7 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
8 requested.

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

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

16
17 **XXVII. RESEARCH AND PUBLICATION**

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

21
22 **XXVIII. REVENUE**

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

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

34 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
35 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
36 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
37 //

1 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
2 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

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

6 **XXIX. SEVERABILITY**

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

13 **XXX. SPECIAL PROVISIONS**

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

- 16 1. Making cash payments to intended recipients of services through this Contract.
- 17 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
18 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
19 of appropriated funds to influence certain federal contracting and financial transactions).
- 20 3. Fundraising.
- 21 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
23 Directors or governing body.
- 24 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
25 for expenses or services.
- 26 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
27 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
28 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 29 7. Paying an individual salary or compensation for services at a rate in excess of the current
30 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
31 may be found at www.opm.gov.
- 32 8. Severance pay for separating employees.
- 33 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
34 codes and obtaining all necessary building permits for any associated construction.
- 35 10. Supplanting current funding for existing services.

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

- 1 1. Funding travel or training (excluding mileage or parking).
- 2 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 3 of Client care.
- 4 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Contract.
- 7 5. Purchasing or improving land, including constructing or permanently improving any building
- 8 or facility, except for tenant improvements.
- 9 6. Providing inpatient hospital services or purchasing major medical equipment.
- 10 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
- 11 (matching).
- 12 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 13 CONTRACTOR's Clients.

14
15 **XXXI. STATUS OF CONTRACTOR**

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

27
28 **XXXII. TERM**

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

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

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XXXIII. TERMINATION

1
2 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
3 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance
4 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and
5 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by
6 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
7 Contract could be terminated.

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.

14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Contract.

16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
17 Contract.

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

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

24 C. CONTINGENT FUNDING

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

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

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

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

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

- 1 E. In the event this Contract is terminated, CONTRACTOR shall do the following:
- 2 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
- 3 consistent with recognized standards of quality care and prudent business practice.
- 4 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 5 performance during the remaining contract term.
- 6 3. Until the date of termination, continue to provide the same level of service required by this
- 7 Contract.
- 8 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 9 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 10 orderly transfer.
- 11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
- 12 Client's best interests.
- 13 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
- 14 directions provided by ADMINISTRATOR.
- 15 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 16 supplies purchased with funds provided by COUNTY.
- 17 8. To the extent services are terminated, cancel outstanding commitments covering the
- 18 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 19 commitments which relate to personal services. With respect to these canceled commitments,
- 20 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 21 arising out of such cancellation of commitment which shall be subject to written approval of
- 22 ADMINISTRATOR.
- 23 9. Provide written notice of termination of services to each Client being served under this
- 24 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
- 25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
- 26 day period.

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

28 notice.

29 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

30 exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

31

32 **XXXIV. THIRD PARTY BENEFICIARY**

33 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,

34 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

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XXXV. WAIVER OF DEFAULT OR BREACH

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

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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
6 DocuSigned by:
7 BY: Faithl Richie DATED: 4/16/2021
8 84780DD2C155495...

9 TITLE: Senior VP for Development

10
11
12
13
14 **COUNTY OF ORANGE**

15
16
17 BY: _____ DATED: _____
18 **HEALTH CARE AGENCY**

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

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28 DocuSigned by:
29 BY: Brittany McLean DATED: 4/17/2021
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31 **DEPUTY**

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

1 EXHIBIT A
2 TO CONTRACT FOR PROVISION OF
3 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 TELECARE CORPORATION
8 JULY 1, 2021 THROUGH JUNE 30, 2024
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

36 c. Emerging Practices means that the practice(s) seems like a logical approach to addressing
37 a specific behavior which is becoming distinct, recognizable among Clients and clinicians in practice, or

1 innovators in academia or policy makers; and at least one recognized expert, group of researchers, or other
2 credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it
3 produces specific outcomes.

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

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

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

18 9. Certified Chart Reviewer means an individual that obtains certification by completing all
19 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
20 Verification Sheet.

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

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

26 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates
27 twenty-four (24) hours a day that serves Orange County residents, aged 18 and older, who are experiencing
28 a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
29 crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
30 outpatient facility, the CSU may evaluate and treat Clients for no longer than twenty-three (23) hours and
31 59 minutes.

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

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

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1 a. 3 M means the Quarterly Assessment Form that is completed for each Client every three
2 months in the approved data collection system.

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

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

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

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

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

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

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

35 18. Engagement means the process by which a trusting relationship between worker and Client(s)
36 is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s)
37 is the objective of successful Outreach.

1 19. Face-to-Face means an encounter between the Client and provider in which they are both
2 physically present.

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

- 12 1) Crisis Management;
- 13 2) Housing Services;
- 14 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case
15 management;
- 16 4) Community-based Recovery Services;
- 17 5) Vocational and Educational Services;
- 18 6) Job Coaching/Developing;
- 19 7) Client employment;
- 20 8) Money Management/Representative Payee Support;
- 21 9) Flexible Fund account for immediate needs;
- 22 10) Transportation;
- 23 11) Illness Education and Self-Management;
- 24 12) Medication Support;
- 25 13) Co-occurring Services;
- 26 14) Linkage to Financial Benefits/Entitlements;
- 27 15) Family and Peer Support; and
- 28 16) Supportive Socialization and Meaningful Community Roles.

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

34 b. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
35 those who have co-occurring disorders, in a partnership to achieve the individual's wellness and recovery
36 goals. Services shall be non-coercive and focused on engaging Clients in the field. The goal of FSP
37 Programs is to assist the Clients to progress through pre-determined quality of life outcome domains (e.g.,

1 housing, decreased incarcerations, decreased hospitalizations, increased education involvement, increased
 2 employment opportunities and retention, linkage to medical providers, etc.) and become more independent
 3 and self-sufficient as Clients move through the continuum of recovery as evidenced by progressing to a
 4 lower level of care or out of the “intensive case management” need category.

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

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

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

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

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

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

32 27. Linkage means to assist an individual to connect with a referral.

33 28. Medical Necessity means the requirements as defined by CCR, Title 9 and as listed in
 34 COUNTY MHP Medical Necessity for Medi-Cal Reimbursed Specialty Mental Health Services that
 35 includes Diagnosis, Impairment Criteria, and Intervention Related Criteria.

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1 29. 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 30. Mental Health Services means interventions designed to provide the maximum reduction of
5 mental disability and restoration or maintenance of functioning consistent with the requirements for
6 learning, development, and enhanced self-sufficiency. Services shall include:

7 a. Assessment means a service activity, which may include a clinical analysis of the history
8 and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and
9 history, diagnosis, and the use of testing procedures.

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

13 c. Co-Occurring Integrated Treatment Model means an evidence-based Integrated
14 Treatment programs, in which Clients receive a combined treatment for mental illness and substance abuse
15 disorders from the same practitioner or treatment team.

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

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

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

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

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

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

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

13 33. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's
14 Degree and four years of experience in a mental health setting and who performs individual and group
15 case management studies.

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

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

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

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

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

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

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

12 41. Pharmacy Benefits Manager (PBM) means the organization that manages the medication
13 benefits that are given to Clients that qualify for medication benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 55. Supportive Housing PSC means a person who provides services in a supportive housing
 2 structure. This person coordinates activities which include, but are not limited to: independent living
 3 skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy,
 4 and coordinating care if a resident is under the care of a case manager. Supportive Housing PSC consults
 5 with the multidisciplinary team assigned by the program. The PSCs are active in supporting and
 6 implementing a FSP Philosophy and its individualized, strengths-based, culturally appropriate, and Client-
 7 centered approach. The Supportive Housing PSC supports all MHSA residents living in the assigned
 8 housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive
 9 Housing PSC works with Property Manager, MHSA Housing County monitor, Resident Clinical Service
 10 Coordinator, and other support services located on-site. This individual provides services that support
 11 housing sustainability for MHSA tenants and is active in supporting and implementing a Full Service
 12 Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

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

17 57. Token means the security device which allows an individual user to access COUNTY's
 18 computer-based IRIS.

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

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

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

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

33
 34 **II. BUDGET**

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL	
1					
2	ADMINISTRATIVE COST				
3	Indirect	\$ 464,602	\$ 464,602	\$ 464,602	\$ 1,393,806
4	SUBTOTAL	\$ 464,602	\$ 464,602	\$ 464,602	\$ 1,393,806
5	ADMINISTRATIVE COST				
6					
7	PROGRAM COST				
8	Salaries	\$ 1,747,334	\$ 1,747,334	\$ 1,747,334	\$ 5,242,002
9	Benefits	522,103	522,103	522,103	1,566,309
10	Services and Supplies	560,576	560,576	560,576	1,681,728
11	Subcontractor	102,552	102,552	102,552	307,656
12	Flexible Funds	<u>164,800</u>	<u>164,800</u>	<u>164,800</u>	<u>494,400</u>
13	SUBTOTAL PROGRAM COST	\$ 3,097,365	\$ 3,097,365	\$ 3,097,365	\$ 9,292,095
14					
15	TOTAL GROSS COST	\$ 3,561,967	\$ 3,561,967	\$ 3,561,967	\$ 10,685,901
16					
17	REVENUE				
18	MHSA	\$ 1,427,425	\$ 1,427,425	\$ 1,427,425	\$ 4,282,275
19	Federal Medi-Cal	1,067,271	1,067,271	1,067,271	3,201,813
20	State Medi-Cal	<u>1,067,271</u>	<u>1,067,271</u>	<u>1,067,271</u>	<u>3,201,813</u>
21	TOTAL REVENUE	\$ 3,561,967	\$ 3,561,967	\$ 3,561,967	\$ 10,685,901
22					
23	NOT TO EXCEED AMOUNT	\$ 3,561,967	\$ 3,561,967	\$ 3,561,967	\$ 10,685,901
24					

25 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
26 Subparagraph II.A. of this Exhibit A to the Contract includes Indirect Costs not to exceed fifteen percent
27 (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final
28 settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include
29 operating income.

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

33 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
34 provided pursuant to the Contract, CONTRACTOR may make written application to ADMINISTRATOR
35 to retain such revenues; provided, however, the application must specify that the fees and insurance will
36 be utilized exclusively to provide mental health services. ADMINISTRATOR may, at its sole discretion,
37 approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to

1 CONTRACTOR and will specify the amount of said revenues to be retained and the quantity of services
2 to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal Clients
3 shall not be eligible for retention by CONTRACTOR.

4 E. FLEXIBLE FUNDS

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

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

13 3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
14 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's
15 monthly Expenditure and Revenue Report.

16 4. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the
17 approved Flexible Funds P&P. CONTRACTOR shall provide signature confirmation of the Flexible
18 Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

19 5. CONTRACTOR shall ensure the Flexible Funds P&P includes, but not be limited to, the
20 following:

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

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

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

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

36 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000, shall
37 be made without prior written approval of ADMINISTRATOR. In emergency situations,

1 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify
2 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
3 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
4 may result in disallowance of the expenditure;

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

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

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

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

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

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

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

34 G. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
35 financial records of its cost and operating expenses. Such records shall reflect the actual cost of the type
36 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
37 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made

1 in accordance with generally accepted principles of accounting and Medicare regulations. The Client
2 eligibility determination and fee charged to and collected from Clients, together with a record of all
3 billings rendered and revenues received from any source on behalf of Clients treated pursuant to the
4 Contract, must be reflected in CONTRACTOR's financial records.

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

7 8 **III. PAYMENTS**

9 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$296,830
10 per month for Period One, Period Two and Period Three. All payments are interim payments only, and
11 subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which
12 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
13 Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract;
14 provided, however, the total of such payments does not exceed the Not to Exceed Amount for each period
15 as stated in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's
16 costs are reimbursable pursuant to County, State, and/or Federal regulations. ADMINISTRATOR may,
17 at its discretion, pay supplemental invoices for any month for which the provisional amount specified
18 above has not been fully paid.

19 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
20 Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall
21 use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in
22 Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

11 **IV. REPORTS**

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

14 B. FISCAL

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

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

30 C. STAFFING

31 1. CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These
32 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum,
33 report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract
34 and shall include the employees' names, licensure status, monthly salary, hire and/or termination date, and
35 any other pertinent information as may be required by ADMINISTRATOR. The reports shall be received
36 by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
37

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1 reported. If an extension is approved by ADMINISTRATOR, the total extension shall not exceed more
2 than five (5) calendar days.

3 D. PROGRAMMATIC

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

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

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

12 c. Voluntary and involuntary hospitalizations and special incidences,

13 d. Vocational programs, educational programs, including new job placements, Clients in
14 continuing employment,

15 e. Reporting of the numbers of Clients based upon their level of function in the MORS
16 Level system,

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

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

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

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

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

35 F. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
36 ADMINISTRATOR. Said psychometrics are for COUNTY's analytical uses only and shall not be relied
37 upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless

1 and indemnify pursuant to Paragraph XIV. Indemnification and Insurance, from any claims that arise from
2 non-COUNTY use of said psychometrics.

3 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
4 Paragraph of this Exhibit A to the Contract.

5
6 **V. SERVICES**

7 A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements
8 for Medi-Cal and Medicare eligibility for the provision of Enhanced Recovery Full Service Partnership
9 Services for exclusive use by COUNTY at the following location, or any other location approved, in
10 advance, in writing, by ADMINISTRATOR:

11
12 2100 North Broadway, Suite 100 and 101
13 Santa Ana, CA 92706
14

- 15 1. The facility shall include space to support the services identified within the Contract.
- 16 2. The facility shall be open from Monday through Friday, 8:00 a.m. until at least 5:00 p.m., in
17 adherence with COUNTY’s regularly scheduled service hours; however, CONTRACTOR shall modify
18 these hours of operation to provide services in the evenings and/or weekends in order to meet Clients’
19 needs. Additionally, CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-
20 four (24) hours per day, seven (7) days per week.
- 21 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday
22 schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
- 23 4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
24 Secretary of HHS under HIPAA of 1996 for health care providers.

25 B. INDIVIDUALS TO BE SERVED –Adults, ages eighteen (18) years and older, who have a
26 serious mental illness who are legally residing in COUNTY and otherwise eligible for public services
27 under Federal and State law. All individuals served must meet CCR Title IX medical necessity criteria.
28 The Enhanced Recovery FSP program shall provide services to Clients from two distinct populations.

- 29 1. The first population to be served are individuals who are on LPS Conservatorship (public or
30 private) and currently residing in long-term care facilities and preparing for discharge, or in Residential
31 Rehabilitation Care facilities, or in the community, who, given the opportunity, could regain control of
32 their independence and achieve enhanced recovery. These individuals often have a history of
33 institutionalization and/or failed placements due to their mental illness and may need additional support
34 to successfully reintegrate and remain in the community. Referrals for this population may come from
35 COUNTY, long-term care facilities, and the community.
- 36 2. The second population to be served are individuals charged with misdemeanor or felony
37 offenses that are related to their mental illness and may be of questionable competence to stand trial.

1 Referrals for this population will come from COUNTY through the Collaborative Assisted Intervention
2 (AI) Court.

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

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

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

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

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

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

25 6. Stage of Readiness for Change – CONTRACTOR shall focus on Client’s Stage of Readiness
26 for Change toward changing behaviors and have concrete interventions and supports to support the
27 Client’s move towards recovery in that specific area of their life.

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

34 20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team
35 as a whole in treatment and service planning and develop a structure for team meetings to discuss cases
36 and coordinate care.

37 //

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

6 22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall create an
7 array of readily available housing options and provide safe and affordable housing for each Client.

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

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

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

25 D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to the
26 following services under the provision of Enhanced Recovery FSP Services:

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

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

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

37 //

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

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

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

7 4. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-
8 confrontational, follows behavioral principles, considers interactions between mental illness and
9 substance use, and has gradual expectations of abstinence. Mental health and substance use research has
10 strongly indicated that to recover fully, a Client with a co-occurring disorder needs treatment for both
11 diagnoses, as focusing on one does not ensure the other will go away. Co-occurring services integrate
12 assistance for each condition, helping people recover from both in one setting at the same time. All
13 treatment team members shall be capable of providing co-occurring treatment. When appropriate, the
14 American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level
15 of co-occurring treatment indicated. Individuals with co-occurring issues shall be provided a range of co-
16 occurring services including linkage to medical detox, social detox, residential treatment, etc.

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

23 a. Educational Services: CONTRACTOR shall engage Clients in activities to support them
24 in achieving the highest educational functioning possible. Services and activities may include General
25 Education Diploma preparation, and linkage to colleges, vocational training, and adult schools.

26 b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-
27 vocational/vocational activities that assist them in determining their skills, interests, values, and realistic
28 career goals. Individual treatment plans are developed and implemented with assistance in the following
29 areas: career exploration, identification of personal strengths, values, and talents, resume writing, job
30 seeking skills, interviewing skills, job placement, job retention, and symptom management in the
31 workplace. The intent of these activities and services is to actively engage Clients in identifying and
32 developing their own positive work identities; building self-confidence and vocational skills; and
33 ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find
34 employment settings that match the Clients' interests, abilities, aptitudes, strengths and individualized
35 goals, and provide supportive services to ensure vocational success.

36 c. Job Coaching/Developing: The Employment Specialist shall assist Clients in the
37 exploration of various career options as well as actively strategizing collaborative relationships in the

1 private and public sector to create job opportunities for Clients. This position shall work closely with
2 management staff and the Data Analyst to explore and implement evidence-based best practices in this
3 area.

4 6. Family and Peer Support Services:

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

9 b. Supportive Socialization and Meaningful Community roles: CONTRACTOR shall
10 provide client-centered services that will assist Clients in their Recovery, self-sufficiency, and in seeking
11 meaningful life activities and relationships.

12 c. Family Support Services: CONTRACTOR shall create a culture that embraces families
13 in the recovery process. Family therapy is found to be an integral part of the success of this population's
14 recovery. CONTRACTOR shall have a licensed clinician who has experience working with family theory
15 and practice. The clinician shall continuously evaluate the needs of the family members and provide
16 services accordingly. These services shall include but not be limited to; multi-family groups, psycho-
17 educational groups, and family therapy. Some of the components of family treatment should include, but
18 not be limited to: communication, family dynamics, and resource development. CONTRACTOR shall
19 collaborate with the Client and family members to provide education about mental health and support in
20 navigating the mental health system.

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

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

34 9. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff
35 must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management
36 and crisis intervention for enrolled Clients. The on-call staff must be able to respond in person in a timely
37 //

1 manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone
2 number and know how to access the on-call services as needed.

3 10. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits
4 Specialist to assist Clients in accessing financial benefits and/or entitlements. The Specialist shall be
5 knowledgeable of benefits/entitlements, such as SSI/SSDI, Medi-Cal, CalFresh, and General Relief, and
6 shall work with Clients to gather records, complete the application process, and secure
7 benefits/entitlements as quickly as possible.

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

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

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

37 //

1 c. Interim Housing – For individuals who may benefit from an intermediate step between
2 shelter and permanent housing. Interim housing is generally time-limited, up to eighteen (18) months,
3 and provides structures and programming in the context of housing such as Board and Care or Room and
4 Board. CONTRACTOR may look into housing options such as master leasing.

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

10 e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing
11 option shall be available when appropriate to provide the Clients with the highest probability of success
12 towards Recovery.

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

18 13. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest and
19 need and may include, but not be limited to: Men’s and Women’s Groups, Relapse Prevention, Recovery
20 & Wellness, Life Skills, Coping Skills, etc.

21 14. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some
22 meaningful roles in his/her life that are separate from the mental illness. Clients need to see themselves
23 in “normal” roles such as employee, son, mother, and neighbor. CONTRACTOR shall work with each
24 Client to join the larger community and interact with people who are unrelated to their mental illness.

25 15. Intensive Case Management Services: CONTRACTOR shall provide intensive case
26 management services which shall include a smaller caseload size, a team approach, an emphasis on
27 outreach and engagement, and an assertive approach to maintaining frequent contact with Clients.

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

33 17. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This peer-run center
34 shall be located at the program site and shall provide an opportunity for Clients to develop organizational,
35 social, and leadership skills as they design a program that meets Clients’ needs. All activities and groups
36 offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall
37 //

1 establish a Peer Advisory Committee to provide client input into program development and quality
2 improvement.

3 18. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach
4 in the delivery of behavioral health services.

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

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

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

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

15 4) Seeks to actively resist re-traumatization.

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

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

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

23 3) Cultural competence

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

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

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

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

33 E. Program Specific Services – Enhanced Recovery Clients

34 1. CONTRACTOR shall coordinate Clients' needs and services with the Residential
35 Rehabilitation providers while the Clients are residing in Residential Rehabilitation facilities.

36 2. CONTRACTOR shall coordinate engagement services and placement of Clients into the FSP
37 with ADMINISTRATOR once Clients are identified and ready to be discharged from long-term care

1 facilities such as an IMD, Therapeutic Residential Center (TRC), or Mental Health Rehabilitation Center
2 (MHRC).

3 3. CONTRACTOR shall develop transition activities for Clients who are coming from an IMD,
4 TRC, or MHRC that details the expectations of the FSP, the responsibilities of the Clients, FSP, and other
5 partners involved in the Clients' recovery, and the ultimate goal of community integration and graduation.

6 4. CONTRACTOR shall have monthly meetings with ADMINISTRATOR to review Clients'
7 progress and share information such as housing status, group attendance, medication compliance,
8 hospitalization, and progress towards recovery.

9 5. CONTRACTOR staff shall have a thorough understanding of LPS conservatorship, the
10 conservatorship process, and the resources and supports available for conservatees and private
11 conservators. CONTRACTOR shall train staff in the knowledge and skill set needed in working with
12 Clients on conservatorship, as well as coordinating with public and private conservators to facilitate client
13 recovery.

14 6. CONTRACTOR shall provide family support services that address the specific needs of
15 families and/or private conservators including, but not limited to, outreach and engagement, educational
16 and support groups, and family therapy. As needed, services shall be provided in the evenings and/or
17 weekends to accommodate family members' and/or private conservators' schedules and needs.

18 F. Program Specific Services – Assisted Intervention (AI) Court Clients

19 1. CONTRACTOR shall coordinate services within the guidelines set forth by the court.

20 2. CONTRACTOR shall work in a collaborative nature and create a culture and environment
21 that shall involve all interested parties such as, but not limited to, the court, ADMINISTRATOR, Public
22 Defender, District Attorney, Probation, Clients' families, and the various housing operators.

23 3. CONTRACTOR shall perform three (3) scheduled and one (1) unscheduled drug testing each
24 month and report any unfavorable findings to the court.

25 4. CONTRACTOR shall assist Clients in making their scheduled court dates and, in some
26 instances, attending court hearings with the Clients.

27 5. CONTRACTOR shall develop a process for providing Clients with information that details
28 the expectations of the court, the responsibilities of the Clients, FSP, and other partners involved in the
29 Clients' recovery, and the ultimate goal of community integration and graduation.

30 G. Collaboration Requirements – CONTRACTOR shall coordinate services, as appropriate, with
31 ADMINISTRATOR, Public Guardian's Office, Collaborative Courts, Public Defender's Office, District
32 Attorney's Office, Probation, designated Residential Rehabilitation providers, long-term care facilities,
33 and other providers and community resources.

34 1. CONTRACTOR shall maintain ongoing collaboration with a variety of stakeholders
35 involved with individual Clients, including family members and significant others; employers; long-term
36 care facilities; COUNTY departments and agencies, such as, but not limited to, Collaborative Courts,
37 Probation Department, Public Defender's Office, Public Guardian, and LPS Mental Health.

1 2. Key elements of collaboration shall include, but are not limited to, the following:
2 a. Engagement – CONTRACTOR shall provide outreach and engagement through
3 collaboration with Public Guardian’s Office, IMDs, TRCs, MHRC, and Residential Rehabilitation
4 providers, etc.

5 1) ADMINISTRATOR Role: ADMINISTRATOR shall support engagement, conduct
6 eligibility determination, and approve pre-enrollment for all Clients who enter the program.

7 2) CONTRACTOR Role: CONTRACTOR shall design, coordinate, and engage in
8 outreach activities, and shall ensure that those engaged through outreach are assessed and, once enrolled,
9 assigned a PSC.

10 b. Personal Service Coordination – CONTRACTOR shall utilize PSCs who shall provide
11 primary support, facilitate the development of a person-centered recovery plan, and coordinate the access
12 of supports and services necessary to support the Client to achieve the goals of his/her recovery plan.

13 1) ADMINISTRATOR Role: ADMINISTRATOR shall provide support to
14 CONTRACTOR’s PSCs with available COUNTY resources and act as a liaison with the Public
15 Guardian’s Office.

16 2) CONTRACTOR shall include bilingual/bicultural services to meet the needs of
17 threshold languages as determined by COUNTY. CONTRACTOR shall work with COUNTY or other
18 interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically
19 appropriate outreach and to serve Clients in other languages and ASL is highly desirable.

20 c. Integrated Service Team – The Integrated Service Team shall include
21 ADMINISTRATOR and CONTRACTOR staff. The Integrated Service Team shall maintain weekly
22 communication and meet at least monthly to coordinate supports, problem solve, and develop exit
23 strategies/discharge planning. CONTRACTOR staff shall be available to respond to all Clients on a
24 twenty-four (24)-hour per day/seven (7) days per week basis. The identified Residential Rehabilitation
25 providers shall also participate on the Integrated Service Team.

26 1) ADMINISTRATOR Role: ADMINISTRATOR staff shall participate on the
27 Integrated Service Team.

28 2) CONTRACTOR Role: CONTRACTOR shall coordinate and facilitate the
29 Integrated Service Team meetings. All service-provision staff shall participate on the Integrated Service
30 Team.

31 H. Residential Rehabilitation Facilities are an integral component of this program and shall be part
32 of the collaborative team which includes, but not be limited to, ADMINISTRATOR, CONTRACTOR,
33 and Residential Care staff. This collaborative team shall review all cases before accepting from long-term
34 care facilities and discuss needs, supports, and areas of risk and work as a single unit in strategizing and
35 implementing the services necessary to allow the new member the best opportunity to succeed.

36 I. CONTRACTOR shall develop a collaborative partnership with ADMINISTRATOR’s staff who
37 shall be assigned to work as the liaison between the Collaborative Court and CONTRACTOR. Examples

1 of this collaboration include responding promptly, conveying accurate information, and maintaining
2 opportunities to consult about cases.

3 J. Discharge of Clients from the program shall be determined by the Clients' movement along the
4 recovery continuum and shall be a coordinated effort between ADMINISTRATOR and CONTRACTOR.

5 K. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
6 research activity on COUNTY Clients without obtaining prior written authorization from
7 ADMINISTRATOR.

8 L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
9 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms
10 of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
11 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,
12 or religious belief.

13 M. CONTRACTOR shall have a commitment to meeting the required response times for hospitals
14 (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight
15 [48] hours). CONTRACTOR shall collaborate with these institutions to coordinate services and provide
16 continuity of care.

17 N. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the
18 program of the average census at end of each Period.

19 O. CONTRACTOR shall have an identified individual who shall:

20 1. Complete one hundred percent (100%) chart review of Client charts regarding clinical
21 documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart
22 standards;

23 2. Provide clinical support and training to CONTRACTOR staff on chart documentation and
24 treatment plans;

25 3. Become a certified reviewer by ADMINISTRATOR's Authority and Quality Improvement
26 Services (AQIS) unit within six months from the start of the Contract;

27 4. Oversee all aspects of the clinical services of the recovery program;

28 5. Coordinate with in-house clinicians, medical director, and/or nurse regarding Client
29 treatment issues, professional consultations, or medication evaluations;

30 6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication
31 monitoring, second opinion, and request for change of CONTRACTOR; and

32 7. Participate in program development and discuss with other staff regarding difficult cases and
33 psychiatric emergencies.

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

1 Q. CONTRACTOR shall input all IRIS data following ADMINISTRATOR's P&Ps. All statistical
2 data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if
3 applicable.

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

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

7 T. CONTRACTOR shall review and approve all admissions, transfers, discharges from the program
8 and extended stays in the program.

9 U. CONTRACTOR shall submit corrective action plans upon request.

10 V. CONTRACTOR shall comply with ADMINISTRATOR's guidelines and procedures.

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

13 X. CONTRACTOR shall utilize COUNTY PBM to supply medications for unfunded Clients.

14 Y. CONTRACTOR shall have active participation in State and Regional MHSA forums and
15 activities.

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

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

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

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

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

30 3. Collaborative meetings to address various aspects of client care including but not limited to:
31 housing specialist meetings, vocational/educational specialist meetings, data meetings, MHSA, etc.

32 AC. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to
33 ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to
34 accepting any Client admissions to the program. All P&Ps and program guidelines shall be reviewed bi-
35 annually at a minimum for updates. Policies shall include, but not be limited to, the following:

36 1. Admission Criteria and Admission Procedure

37 2. Assessments and Individual Service Plans

3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

AD. 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, and FSP program philosophies
2. Training on subjects as required by State regulations
3. Recovery philosophy, client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional Boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;

1 7. Track and report expenditures electronically;
2 8. Maintain electronic and telephone communication between key staff and
3 ADMINISTRATOR; and

4 9. Act quickly to identify and solve problems.

5 AF. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and
6 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
7 within the appropriate timelines.

8 AG. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved
9 by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

10 AH. CONTRACTOR shall ensure that generalized good neighbor practices for services and facility
11 are in place and include:

- 12 1. Property maintenance and appearance (minimizing trash around facility grounds)
- 13 2. Noise level guidelines
- 14 3. Community safety
- 15 4. Congregation guidelines

16 AI. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance
17 Outcome Objectives and track and report Performance Outcome Objective statistics in monthly
18 programmatic reports, as outlined below.

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

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

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

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

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

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

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

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

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1 9. Listed above are the outcome measures by which the effectiveness of CONTRACTOR's
2 program shall be evaluated. It is the responsibility of CONTRACTOR to educate itself with best practices
3 and those associated with attainment of higher levels of Recovery.

4 10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

5 11. CONTRACTOR shall track the number of Clients who reach their employment goals and are
6 successfully discharged to a lower level of care.

7 12. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Adult
8 Performance Outcome Department, additional performance measures/outcomes as needed.

9 AJ. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and
10 report on Client demographics and other statistics including but not limited to:

11 1. The total number of Clients referred to and enrolled in services.

12 2. The total number of duplicated and unduplicated Clients served.

13 3. The total number of Clients discharged from services, reason for discharge, and the length of
14 stay for each Client in the program.

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

21 1. DATA - If CONTRACTOR's current database copy cannot be submitted via Microsoft
22 Access file format, the data must be made available in an HCA approved database file type. The data
23 collection system used must be approved by ADMINISTRATOR in order to meet COUNTY reporting
24 needs. CONTRACTOR must also provide a separate file comprised of required data elements that are
25 provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow
26 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,
27 run, print, and export Client records/reports).

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

30 b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department
31 (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting.

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

35 2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the
36 ability to export data and import data from other data systems used by existing FSP CONTRACTORS to
37 allow for Client transfers. Data must include PAF, 3M's and KETs.

1 a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for
2 transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance with MHSA
3 requirements.

4 AL. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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

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

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

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

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

26 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
27 correct;

28 f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into
29 approved data collection system. The score rating for each individual member shall be entered under the
30 clinical assessment tools; and

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

33 AM. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit
34 Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are
35 denied, reduced, or terminated as specified by State standards. CONTRACTOR shall review these
36 standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide
37 the adverse benefit determination made by CONTRACTOR as well as a clear and concise explanation of

1 the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate
2 NOABD as determined by State standards. Examples include but are not limited to:

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

6 2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for
7 specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer
8 referrals to the appropriate services.

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

13 AO. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
14 Paragraph of this Exhibit A to the Contract.

15 16 **VI. STAFFING**

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

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

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

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

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

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

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

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

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

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

PROGRAM	FTE
Regional Director of Operations	0.15
Program Administrator	1.00
Clinical Director	1.00
Billing Specialist	1.50
Case Manager II	6.00
Clinician – unlicensed	2.00
Data Analysis Specialist	1.00
Driver	1.00
Drug Testing Coordinator	0.50
Education/Employment Specialist	1.00
HR Analyst	0.12
LVN	1.00

1	Mental Health Rehabilitation Specialist	3.00
2	Medical Records Technician	1.00
3	Nurse Practitioner	1.00
4	Office Coordinator II	1.00
5	Peer Recovery Coach	1.00
6	Peer Support Specialist	1.00
7	Quality Coordinator Trainer	1.00
8	Receptionist	1.00
9	Regional IS Business Services Manager	0.07
10	Regional IT Support Analyst	0.06
11	Registered Nurse	0.80
12	Team Lead – Licensed	1.00
13	Psychiatrist – Subcontractor	0.20
14	TOTAL CONTRACT FTEs	29.40

16 K. WORKLOAD STANDARDS

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

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

23 3. CONTRACTOR shall provide a minimum of eighteen thousand one hundred twenty (18,120)
24 direct service hours for Client related services, with a minimum of one thousand four hundred forty (1,440)
25 hours of medication support services and sixteen thousand six hundred eighty (16,680) hours of other
26 mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR
27 understands and agrees that these are minimum requirements and shall make every effort to exceed these
28 minimums. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation
29 with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective
30 management of program staff and resources.

31 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred forty-one
32 (141) Clients throughout the term of the Contract. The make-up of the Clients shall be as follows: one
33 hundred and nine (109) Clients who are on LPS conservatorship and currently, or have history of
34 placement, in long-term care facilities or residential rehabilitation care facilities; and thirty-two (32)
35 Clients who are participating in COUNTY's Assisted Intervention court. For Enhanced Recovery Full
36 Service Partnership, CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15-20)
37 Clients to one (1) staff.

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

3 M. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery.
4 These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation
5 may include, but not be limited to, the following: records attesting to efforts made in recruitment and
6 hiring practices and identification of measures taken to enhance accessibility for potential staff in these
7 categories.

8 N. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant
9 to Section 5150, WIC.

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

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

20 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
21 descriptions or work contracts.

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

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

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

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

34 S. CONTRACTOR, including each employee that provides services under the Contract, shall obtain
35 a NPI upon commencement of the Contract or prior to providing services under the Contract.
36 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
37 ADMINISTRATOR, all NPI as soon as they are available.

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

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

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

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

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

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

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

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

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

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1 EXHIBIT B
2 TO CONTRACT FOR PROVISION OF
3 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
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.

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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
36 the 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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1 EXHIBIT C
2 TO CONTRACT FOR PROVISION OF
3 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 TELECARE CORPORATION
8 JULY 1, 2021 THROUGH JUNE 30, 2024
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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