

1 CONTRACT FOR PROVISION OF
2 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 EXODUS RECOVERY, INC.
7 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
8

9 THIS CONTRACT entered into this 1st day of November 2020 (effective date), is by and
10 between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 EXODUS RECOVERY, INC., a California Subchapter S Corporation (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or
14 an authorized designee ("ADMINISTRATOR").
15

16 WITNESSETH:
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Crisis
19 Residential Services North Campus described herein to the Clients 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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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts	8
IV. Compliance	8
V. Confidentiality	12
VI. Conflict of Interest	13
VII. Cost Report	13
VIII. Debarment and Suspension Certification	15
IX. Delegation, Assignment and Subcontracts	16
X. Dispute Resolution	18
XI. Employee Eligibility Verification	18
XII. Equipment	19
XIII. Facilities, Payments and Services	20
XIV. Indemnification and Insurance	20
XV. Inspections and Audits	25
XVI. Licenses and Laws	26
XVII. Literature, Advertisements and Social Media	27
XVIII. Maximum Obligation	28
XIX. Minimum Wage Laws	28
XX. Nondiscrimination	28
XXI. Notices	31
XXII. Notification of Death	31
XXIII. Notification of Public Events and Meetings	32
XXIV. Patient’s Rights	32
XXV. Records Management and Maintenance	33
XXVI. Research and Publication	34
XXVII. Revenue	34
XXVIII. Severability	35
XXIX. Special Provisions	35
XXX. Status of Contractor	36
XXXI. Term	37

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1
2
3
4
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6
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10
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23
24
25
26
27
28
29
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31
32
33
34
35
36
37

TABLE OF CONTENTS

PARAGRAPH

PAGE

XXXII. Termination 37
 XXXIII. Third Party Beneficiary 39
 XXXIV. Waiver of Default or Breach..... 39
 Signature Page 40

EXHIBIT A

I. Common Terms and Definitions 1
 II. Budget 11
 III. Payments 13
 IV. Reports 14
 V. Services 17
 VI. Staffing..... 29

EXHIBIT B

I. Personal Information Privacy and Security Contract..... 1

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REFERENCED CONTRACT PROVISIONS

Term: November 1, 2020 through June 30, 2023

Period One means the period from November 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

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

Maximum Obligation:

Period One Maximum Obligation: \$1,764,064

Period Two Maximum Obligation: \$2,810,126

Period Three Maximum Obligation: \$2,827,239

TOTAL MAXIMUM OBLIGATION: \$7,401,429

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 79-498-6146

CONTRACTOR TAX ID Number: 95-4156974

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: Exodus Recovery, Inc.
9808 Venice Boulevard, Suite 700
Culver City, CA 90232
ATTN: Luana Murphy, President/CEO
Lmurphy@exodusrecovery.com

I. ACRONYMS

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

1		
2		
3		
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	AO. HSC	California Health and Safety Code
22	AI. ID	Identification
23	AJ. IEA	Information Exchange Agreement
24	AP. IRIS	Integrated Records and Information System
25	AL. ISO	Insurance Services Office
26	AQ. ITC	Indigent Trauma Care
27	AR. LCSW	Licensed Clinical Social Worker
28	AS. MAT	Medication Assisted Treatment
29	AT. MFT	Marriage and Family Therapist
30	AU. MH	Mental Health
31	AV. MHP	Mental Health Plan
32	AW. MHS	Mental Health Specialist
33	AX. MHSA	Mental Health Services Act
34	AZ. MSN	Medical Safety Net
35	BA. NIH	National Institutes of Health
36	BB. NIST	National Institute of Standards and Technology
37	BC. NPI	National Provider Identifier

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

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II. ALTERATION OF TERMS

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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.

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

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

3 4 **III. ASSIGNMENT OF DEBTS**

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

12 13 **IV. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
9 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
10 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
11 §1810.410.subds.(c)-(d).

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

18 **V. CONFIDENTIALITY**

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

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

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

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

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

1 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of
2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
3 consultants, subcontractors, volunteers and interns.

4 5 **VI. CONFLICT OF INTEREST**

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

14 15 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

37 //

1 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
2 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the
3 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
4 difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

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

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

16
17 Signed _____
18 Name _____
19 Title _____
20 Date _____"

21
22 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

23 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

37 //

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

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

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

11 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

12 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
13 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
14 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
15 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
16 Any attempted assignment or delegation in derogation of this paragraph shall be void.
17

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

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

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

36 3. If CONTRACTOR is a governmental organization, any change to another structure,
37 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board

1 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
2 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
3 this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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

3 4 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

33 34 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

35 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
36 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
37 consultants performing work under this Contract meet the citizenship or alien status requirements set

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

7 8 **XII. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

17 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
18 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
19 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
20 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
21

22 **XIV. INDEMNIFICATION AND INSURANCE**

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

34 B. County agrees to indemnify and hold harmless Contractor, its officers, employees, and/or
35 directors from third party claims, demands, or liability, but only to the extent such claims, demands or
36 liability result from the willful misconduct or reckless acts of County in performing its obligations
37 pursuant to this Contract. If judgment is entered against COUNTY and CONTRACTOR by a court of

1 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
2 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

4 C. Each party agrees to provide the indemnifying party with written notification of any claim
5 related to services provided by either party pursuant to this Contract within thirty (30) calendar days of
6 notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
7 each party shall cooperate with the indemnifying party in its defense.

8 D. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
10 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
12 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
13 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

15 E. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is
16 self-insured or shall maintain in force at all times during the term of this Contract, the policy or policies
17 of insurance covering its operations placed with reputable insurance companies in amounts as specified
18 in the Referenced Contract Provisions of this Contract. Upon request by ADMINISTRATOR,
19 CONTRACTOR shall provide evidence of such insurance.

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

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

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

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

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

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

8 I. QUALIFIED INSURER

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

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

17 J. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
18 limits and coverage as set forth below:

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

1 Sexual Misconduct Liability

\$1,000,000 per occurrence

2
3 K. REQUIRED COVERAGE FORMS

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

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

8 L. REQUIRED ENDORSEMENTS

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

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

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

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

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

22 b. A primary and non-contributing endorsement evidencing that the Contractor's
23 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
24 excess and non-contributing.

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

28 N. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
29 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
30 *officers, agents and employees,* or provide blanket coverage, which will state **AS REQUIRED BY**
31 **WRITTEN AGREEMENT.**

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

37 //

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

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

6 R. Insurance certificates should be forwarded to the agency/department address listed in the
7 Referenced Contract Provisions of this Contract.

8 S. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
9 calendar days of notification by CEO/Purchasing or the agency/department purchasing division,
10 COUNTY may terminate this Contract for cause.

11 T. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
12 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
13 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
14 adequately protect COUNTY.

15 U. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
16 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
17 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
18 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
19 entitled to all legal remedies.

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

23 W. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

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

10 11 **XVI. LICENSES AND LAWS**

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

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

- 23 1. ARRA of 2009.
- 24 2. Trafficking Victims Protection Act of 2000.
- 25 3. WIC, Division 5, Community Mental Health Services.
- 26 4. WIC, Division 6, Admissions and Judicial Commitments.
- 27 5. WIC, Division 7, Mental Institutions.
- 28 6. HSC, §§1250 et seq., Health Facilities.
- 29 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 30 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 31 9. CCR, Title 17, Public Health.
- 32 10. CCR, Title 22, Social Security.
- 33 11. CFR, Title 42, Public Health.
- 34 12. CFR, Title 45, Public Welfare.
- 35 13. USC Title 42. Public Health and Welfare.
- 36 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 37 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

1 16. 42 USC §1857, et seq., Clean Air Act.

2 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

3 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

4 19. Policies and procedures set forth in Mental Health Services Act.

5 20. Policies and procedures set forth in DHCS Letters.

6 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

7 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9 23. 42 CFR, Section 438, Managed Care Regulations

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

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

16
17 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

XVIII. MAXIMUM OBLIGATION

1
2 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
3 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
4 the Referenced Contract Provisions of this Contract.

5 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
6 percent (10%) of the first twelve months of funding for this Contract.
7

XIX. MINIMUM WAGE LAWS

8
9 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
10 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
11 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
12 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
13 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
14 providing services pursuant to this Contract be paid no less than the greater of the federal or California
15 Minimum Wage.

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

19 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
20 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
21 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
22 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.
23

XX. NONDISCRIMINATION**A. EMPLOYMENT**

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

36 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
37 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or

1 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
2 for training, including apprenticeship.

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

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

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

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

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

33 1. Denying a Client or potential Client any service, benefit, or accommodation.

34 2. Providing any service or benefit to a Client which is different or is provided in a different
35 manner or at a different time from that provided to other Clients.

36 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
37 others receiving any service and/or benefit.

1 4. Treating a Client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service and/or benefit.

4 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

37 //

XXI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

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

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

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

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

XXII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

1 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR
2 may hand deliver or fax to a known number said notification.

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

7 8 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

16 17 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 **XXVI. RESEARCH AND PUBLICATION**

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

35 **XXVII. REVENUE**

36 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
37 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other

1 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
2 according to their ability to pay as determined by the State Department of Health Care Services’
3 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
4 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
5 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
6 because of an inability to pay.

7 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
8 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
9 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.
10 CONTRACTOR must use the third-party billing and reimbursement administrator designated by
11 ADMINISTRATOR during the term of this Contract, if any, as directed by ADMINISTRATOR.

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

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

20
21 **XXVIII. SEVERABILITY**

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

27
28 **XXIX. SPECIAL PROVISIONS**

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

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

36 //
37 //

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

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

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

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

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

31
32 **XXX. STATUS OF CONTRACTOR**

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

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

7 8 **XXXI. TERM**

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

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

17 18 **XXXII. TERMINATION**

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

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

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

37 //

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

5 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 G. CONTRACTOR may terminate this Contract upon ninety (90) calendar days' written notice to
12 COUNTY if CONTRACTOR experiences an increase in the cost of providing services that would result
13 in no net dollar amount of profit during the period of the Contract and is directly attributed to the
14 COVID-19 pandemic as determined by ADMINISTRATOR, in its sole discretion. CONTRACTOR
15 must provide documented proof that the increase would result in no net dollar amount of profit.
16 CONTRACTOR's exercise of the right to terminate the Contract shall relieve CONTRACTOR of all
17 further obligations after the ninety (90) calendar days' written notice; but does not release
18 CONTRACTOR of any provision of this Contract which imposes any obligation described herein up to
19 or after termination of this Contract that by their nature are intended to survive the termination or
20 expiration of this Contract.

21
22 **XXXIII. THIRD PARTY BENEFICIARY**

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

26
27 **XXXIV. WAIVER OF DEFAULT OR BREACH**

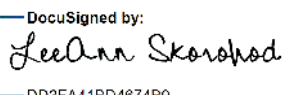
28 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
29 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
30 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
31 default or any breach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

33 //
34 //
35 //
36 //
37 //

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

3
4 EXODUS RECOVERY, INC.

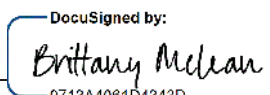
5
6 BY:  _____ DATED: 10/1/2020
7 DocuSigned by:
8 D8E8C5DAC0884E2...
9 TITLE: President/CEO

10
11 BY:  _____ DATED: 10/1/2020
12 DocuSigned by:
13 DD3FA41BD4674B9...
14 TITLE: Secretary/COO

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29 BY:  _____ DATED: 10/1/2020
30 DocuSigned by:
31 9713A4081D4343D...
32 DEPUTY

33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If 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 THE CONTRACT FOR PROVISION OF
3 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 17. Engagement means the process by which a trusting relationship between worker and
6 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
7 Engagement of Consumer(s) is the objective of a successful Outreach.

8 18. Face-to-Face means an encounter between Consumer and provider where they are both
9 physically present.

10 19. FSP

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

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

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

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

14 20. Housing Specialist means a specialized position dedicated to developing the full array of
15 housing options for their program and monitoring their suitability for the population served in
16 accordance with the minimal housing standards policy set by the COUNTY for their program. This
17 individual is also responsible for assisting Consumers with applications to low income housing, housing
18 subsidies, senior housing, etc.

19 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to
20 provide individuals and/or their families with immediate assistance, as deemed necessary, for the
21 treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are
22 generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous
23 expenditures that are individualized and appropriate to support Consumer's mental health treatment
24 activities.

25 22. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and
26 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
27 services.

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

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

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1 25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
2 employment opportunities for the Consumers and matching the job to the Consumer's strengths,
3 abilities, desires, and goals. This position will also integrate knowledge about career development and
4 job preparation to ensure successful job retention and satisfaction of both employer and employee.

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

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

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

14 29. MFT means Marriage and Family Therapist and refers to an individual who meets the
15 minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

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

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

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

25 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
26 programs, consumers receive combined treatment for behavioral health and substance use disorders
27 from the same practitioner or treatment team.

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

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

1 f. Rehabilitation Service means an activity which includes assistance in improving,
2 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,
3 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
4 and/or medication education.

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

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

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

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

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

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

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

1 36. 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 37. Outreach means the Outreach to potential Consumers to link them to appropriate Mental
5 Health Services and may include activities that involve educating the community about the services
6 offered and requirements for participation in the programs. Such activities should result in the
7 CONTRACTOR developing their own Consumer referral sources for the programs they offer.

8 38. 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 being paid
10 for this function by the program. A peer Recovery specialist practice is informed by his/her own
11 experience.

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

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

29 41. Pharmacy Benefits Manager means the organization that manages the medication benefits
30 that are given to Consumers that qualify for medication benefits.

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

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

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

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

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

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

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

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

23 50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
24 to review one percent (1%) of all "high-risk" Medi-Cal Consumers to monitor and evaluate the quality
25 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
26 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
27 clinical care of the cases.

28 51. Recovery means a process of change through which individuals improve their health and
29 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
30 dimensions to support Recovery in life:

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

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

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

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1 d. Community: Relationships and social networks that provide support, friendship, love,
2 and hope.

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

6 53. Supportive Housing PSC means a person who provides services in a supportive housing
7 structure. This person will coordinate activities that will include, but not be limited to: independent
8 living skills, social activities, supporting communal living, assisting Clients with conflict resolution,
9 advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC
10 will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be
11 active in supporting and implementing a full service partnership philosophy and its individualized,
12 strengths-based, culturally appropriate, and Consumer-centered approach.

13 54. 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.
16 Supervisory review is conducted by the program/clinic director or designee.

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

19 56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the
20 method used for determining the annual Consumer liability for Mental Health Services received from
21 the COUNTY mental health system and is set by the State of California. Every client seen in any
22 COUNTY or COUNTY-contracted program needs an UMDAP regardless of contract payment structure,
23 whether the contract is actual cost based or fee for service.

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

30 58. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique
31 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
32 and quality of life.

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

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II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
CLIENT DAY ADMINISTRATIVE COSTS				
Indirect Costs	\$ 136,628	\$ 273,257	\$ 273,257	\$ 683,142
SUBTOTAL ADMINISTRATIVE	\$ 136,628	\$ 273,257	\$ 273,257	\$ 683,142
PROGRAM COSTS				
Salaries	\$ 561,874	\$ 1,123,747	\$ 1,123,747	\$2,809,368
Benefits	140,469	280,937	280,937	702,343
Services & Supplies	536,194	987,469	1,004,582	2,528,245
Start-Up Costs	<u>316,541</u>	<u>0</u>	<u>0</u>	<u>316,541</u>
SUBTOTAL PROGRAM	\$ 1,555,078	\$ 2,392,153	\$ 2,409,266	\$6,356,497
TOTAL CLIENT DAY COSTS	\$ 1,691,706	\$ 2,665,410	\$ 2,682,523	\$7,039,639
MEDICATION SUPPORT ADMINISTRATIVE COSTS				
Indirect Costs	\$ 9,438	\$ 18,876	\$ 18,876	\$ 47,190
SUBTOTAL ADMINISTRATIVE	\$ 9,438	\$ 18,876	\$ 18,876	\$ 47,190
PROGRAM COSTS				
Subcontractor	\$ 62,920	\$ 125,840	\$ 125,840	\$ 314,600
SUBTOTAL SUBCONTRACT	\$ 62,920	\$ 125,840	\$ 125,840	\$ 314,600
TOTAL MEDICATION SUPPORT COSTS	\$ 72,358	\$ 144,716	\$ 144,716	\$ 361,790
TOTAL COST	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
REVENUE				
FFP Medi-Cal	\$ 531,848	\$ 1,263,695	\$ 1,263,695	\$3,059,238
MHSA	<u>1,232,216</u>	<u>1,546,431</u>	<u>1,563,544</u>	<u>4,342,191</u>
TOTAL REVENUE	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
MAXIMUM OBLIGATION	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429

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

1 (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
2 include operating income.

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

11 D. The parties agree that the above budget reflects an average Medi-Cal client case load of
12 approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
13 accept COUNTY referrals that may result in an increase in this average.

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

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

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

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III. PAYMENTS

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2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
3 \$220,508 per month for Period One, \$234,177 per month for Period Two and \$235,603 per month for
4 Period Three. All payments are interim payments only and are subject to Final Settlement in accordance
5 with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the
6 actual cost of providing the services, which may include Indirect Administrative Costs, as identified in
7 Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does
8 not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the
9 Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State
10 and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices or
11 make advance payments for any month during the term.

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

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

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

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

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

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

36 E. CONTRACTOR's inability to provide services in the manner required under this Contract due
37 to a COVID-19 outbreak at its facility shall not impact the payment of salaries and employee benefits,

1 but only for a period of up to three (3) days or other longer time period deemed reasonably appropriate
2 by COUNTY in its sole discretion; provided that (a) CONTRACTOR gives COUNTY written notice of
3 the COVID-19 outbreak at the facility within thirty-six (36) hours of the start of the COVID-19
4 outbreak; (b) CONTRACTOR avails itself of all reasonably available remedies to resume performance
5 of services in the manner required under this Contract; and (c) CONTRACTOR was in complete
6 compliance with local and state requirements pertaining to COVID-19 from the Contract effective date
7 through the date of the COVID-19 outbreak. In the event CONTRACTOR is unable to perform services
8 in the manner required under this Contract after the three (3) days or other longer time frame deemed
9 reasonably appropriate by COUNTY, or fails to meet any of the three conditions on which the continued
10 payment is conditioned, COUNTY may immediately terminate this Contract by written notice to
11 CONTRACTOR.

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

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

17 18 **IV. REPORTS**

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

21 **B. FISCAL**

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

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

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

9 D. PROGRAMMATIC

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

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

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

- 19 1) current schedule of groups and activities;
- 20 2) a description of chart compliance activities as well as the outcome of chart reviews;
- 21 3) number of admissions;
- 22 4) referral source upon admission;
- 23 5) type of funding upon admission;
- 24 6) average length of stay;
- 25 7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 26 8) average daily census;
- 27 9) number of discharges;
- 28 10) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 29 11) voluntary and involuntary hospitalizations that occur during Client's stay or within
30 forty-eight (48) hours of discharge;
- 31 12) readmissions within forty-eight (48) hours and within fourteen (14) days of
32 discharge;
- 33 13) number of individual counseling sessions and duration of sessions per month;
- 34 14) number of educational groups and the duration of each group type provided to
35 Clients per month;
- 36 15) number of attendees to the groups per month; and
- 37 16) percentage of Clients attending groups.

1 c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome
2 Objectives as outlined in Subparagraph IV.F. of this Exhibit A to the Contract.

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

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

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

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

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

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

25 2. Maximize the use of the allocated funds;

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

27 4. Maintain appropriate staffing levels;

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

29 6. Effectively communicate in a proactive manner and monitor the program for its success;

30 7. Track and report expenditures electronically;

31 8. Maintain electronic and telephone communication between key staff and the Contract and
32 Program Administrators; and

33 9. Act quickly to identify, report and solve problems.

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

1 harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of
2 said psychometrics.

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

5
6 **V. SERVICES**

7 **A. FACILITIES**

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

12
13 265 South Anita Drive
14 Orange, CA 92868
15

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

28 2. The facility shall have a capacity of fifteen (15) beds and include adequate physical space
29 to support the services identified within the Contract.

30 3. The facility shall be open for regular admissions between the hours of 8:00 a.m. and
31 8:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of
32 these hours as requested. Services to Clients in this program will be provided on a twenty-four (24)
33 hour, seven (7) day per week, three hundred sixty-five (365) day per year basis.

34 4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule
35 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

36 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short-term crisis residential
37 services to individuals evaluated by and referred by COUNTY and COUNTY contractors as

1 appropriate. CONTRACTOR shall not provide walk-in evaluation and admission services unless
2 mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR.
3 ADMINISTRATOR will serve as the principal source to authorize admissions of individuals who meet
4 the following criteria:

5 1. Adults between ages eighteen and fifty-nine (18 and 59) and individuals over sixty (60)
6 years of age whose needs are compatible with those of other Clients if they require the same level of
7 care and supervision and all Community Care Licensing requirements can be met.;

8 2. COUNTY Client;

9 3. Diagnosed with a behavioral health disorder and who may have a co-occurring disorder;

10 4. In crisis and at the risk of hospitalization and could safely benefit from this level of care;

11 and

12 5. Willing to participate fully and voluntarily in services.

13 C. ADULT CRISIS RESIDENTIAL PROGRAM – This program operates twenty-four (24) hours
14 a day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation
15 model, which is designed to enhance individuals' social connections with family or community so that
16 they can move back into the community and prevent inpatient stays. Short-term crisis residential
17 services will be provided to adults who are in behavioral health crises and may be at risk of psychiatric
18 hospitalization and will involve families and significant others throughout the treatment episodes so that
19 the dynamics of the Clients' circumstances are improved prior to discharge. Individuals are referred
20 from Adult and Older Adult Behavioral Health County or County-contracted behavioral health providers
21 and services will be rich in collaborating with these existing providers to arrange for discharge planning,
22 appropriate housing placements, as needed, in addition to securing linkages to ongoing treatment
23 providers prior to discharge. Crisis residential services provide positive, temporary alternatives for
24 people experiencing acute psychiatric episodes or intense emotional distress who might otherwise face
25 voluntary or involuntary inpatient treatment. Programs will provide crisis intervention, therapy,
26 medication monitoring and evaluation to determine the need for the type and intensity of additional
27 services within a framework of evidence based and trauma-informed approaches to recovery planning,
28 including a rich peer support component. Program will include treatment for co-occurring disorders
29 based on either harm-reduction or abstinence-based approaches to wellness and recovery, including
30 providing a safe, smoke free, drug free, accepting environment that nurtures individuals' processes of
31 personal growth and overall wellness. The programs must emphasize mastery of daily living skills
32 and social development using strength-based approaches that support recovery and wellness. The
33 residential settings will create solid links to the continuum of care with heavy emphasis on housing
34 supports and linkages that will ease the transitions into independent living and prevent recidivism.

35 Intensive psychosocial services are provided on an individual and group basis by licensed and
36 licensed waived mental health professionals, including therapy, crisis intervention, group education,
37 assistance with self-administration of medications and case management. The focus is on recovery and

1 intensive behavioral health treatment, management and discharge planning, linkage and reintegration
2 into the community. The average length of stay per Client is fourteen (14) days. The program will
3 offer an environment where Clients are supported as they look at their own life experiences, set their
4 own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The Clients
5 are expected to participate fully in all program activities, including all individual sessions, groups, and
6 recovery oriented outings.

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

- 9 a. HSC 1520 et.seq;
- 10 b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;
- 11 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of
12 Social Rehabilitation Programs, Section 531-535; and
- 13 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.

14 2. CONTRACTOR shall provide short term crisis residential program services as follows:

15 a. Admission Services:

16 1) CONTRACTOR shall admit individuals who have been determined to meet
17 admission criteria and will have the Client sign an admission agreement describing the services to be
18 provided, Client rights, and the expectations of the Client regarding house rules and involvement in all
19 aspects of the program, including individual and group therapy sessions.

20 2) CONTRACTOR shall complete a thorough behavioral health assessment and
21 psychiatric evaluation within twelve (12) hours of admission.

22 3) During the initial seventy-two (72) hours subsequent to admission, Clients will be
23 expected to remain on site at all times to ensure integration into the program. After this initial period,
24 Client may be eligible for a day pass to an approved activity, usually an MD appointment or an
25 appointment for housing, etc. Prior to the approved activity pass, the Client must be clinically
26 evaluated an hour prior to departure and immediately upon returning to the facility. The Client must be
27 clinically approved prior to leaving the facility. These clinical evaluations will be clearly documented in
28 the individual's chart.

29 4) CONTRACTOR shall obtain or complete a medical history within twenty-four (24)
30 hours of admission.

31 5) CONTRACTOR shall be responsible for Client's TB testing upon admission if
32 Client has not completed the test prior to admission to the program.

33 6) CONTRACTOR shall not deny referrals if CONTRACTOR has available space
34 and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

35 7) CONTRACTOR and Client will together develop a written treatment/service plan
36 specifying goals and objectives, involving Client's family and support persons as appropriate, and as
37 aligned with a recovery focused, person-centered and directed approach within seventy-two (72) hours

1 of admission. CONTRACTOR shall involve the Client's family and support persons or document
2 attempts to obtain consent until consent is obtained or the Client is discharged.

3 8) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a
4 discharge date in concert with the Client and their family/support system. The targeted discharge date
5 will be within fourteen (14) days after admission.

6 b. Therapeutic Services:

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

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

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

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

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

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

37 //

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

4 8) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is
5 non-confrontational, follows behavioral principles, considers interactions between behavioral health
6 disorders and substance abuse and has gradual expectations of abstinence. CONTRACTOR shall
7 provide, on a regularly scheduled basis, education via individual and/or group sessions to Clients on the
8 effects of alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources.
9 Twelve (12) step groups and Smart Recovery groups will be encouraged at the facility on a regular
10 basis.

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

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

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

21 12) CONTRACTOR shall provide assessments for involuntary hospitalization when
22 necessary. This service must be available twenty-four (24) hours per day, seven (7) days per week.

23 13) CONTRACTOR will provide information, support, advocacy education, and
24 assistance with including the Client's natural support system in treatment and services.

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

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

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

37 //

1 c. Case Management/Discharge Services:

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

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

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

18 4) CONTRACTOR shall coordinate treatment with physical health providers as
19 appropriate and assist Clients with accessing medical and dental services, and providing transportation
20 and accompaniment to those services as needed.

21 5) CONTRACTOR shall come up with a plan to provide a van/car for each admission
22 as needed accompanied by a residential counselor so that a warm hand-off can occur when a client is in
23 need of transport to the facility. This will also ensure that the engagement and welcoming process
24 commences immediately when a referral is received. Transportation out of the program will also be
25 required to be provided by CONTRACTOR.

26 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
27 Clients who are deemed necessary to stay in the program for more than fourteen (14) days.
28 CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for Clients who are
29 deemed necessary to stay in the program for more than thirty (30) days.

30 7) Unplanned discharges will be avoided at all costs and only after all other
31 interventions have failed. If, at any time, a Client presents as a serious danger to themselves or others,
32 CONTRACTOR shall assess the safety needs of all concerned and may have the Client assessed for
33 voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a Client is seriously
34 or repetitively non-compliant with the program, CONTRACTOR may discharge the Client if deemed
35 necessary and only following a multi-disciplinary case conference which will include the
36 ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the
37 //

1 CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence
2 report to ADMINISTRATOR no later than the following business day.

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

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

10 d. Medication Support Services:

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

13 2) CONTRACTOR shall educate Clients on the role of medication in their recovery
14 plan, and how the Client can take an active role in their own recovery process. CONTRACTOR shall
15 provide education to Clients on medication choices, risks, benefits, alternatives, side effects and how
16 these can be managed. Client education will be provided on a regularly scheduled basis via individual
17 and group sessions.

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

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

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

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

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

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

33 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
34 frequency necessary to manage the acute symptoms to allow the Client to safely stay at the Crisis
35 Residential Program and to prepare the Client to transition to outpatient level of care upon discharge. At
36 a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within
37 //

1 twelve (12) hours after admission and will have a psychiatrist available as needed for medication
2 follow-up as needed or at a minimum twice per week thereafter.

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

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

10 e. Transportation Services:

11 1) CONTRACTOR shall provide transportation services for program related activities
12 which may include, but not be limited to, transportation to appointments deemed necessary for medical
13 or dental care or activities related to and in support of preparation for discharge and/or community
14 integration. All other non-crucial appointments will be delayed until after the individual is discharged.
15 CONTRACTOR staff will accompany individuals on these necessary appointments.

16 f. Food Services:

17 1) CONTRACTOR shall meet meal service and food supply requirements per
18 Community Care Licensing regulations which shall include, but not be limited to:

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

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

23 4) Food Services will meet meal and food supply requirements, including an abundant
24 supply of healthy and fresh food options, including fruits, vegetables and other items that promote
25 healthy choices and wellness.

26 D. PROGRAM DIRECTOR/QI RESPONSIBILITIES – The Program Director will have ultimate
27 responsibility for the program and will ensure the following:

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

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

35 3. COUNTY certified reviewers, who will be the Clinical Supervisor and the Program
36 Administrator/Manager, will complete one hundred percent (100%) audit of Client charts regarding
37 clinical documentation, insuring all charts are in compliance with medical necessity and Medi-Cal and

1 Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all
2 initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure that all
3 chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
4 shall ensure that all chart documentation is completed within the appropriate timelines.

5 4. Provide clinical direction and training to staff on all clinical documentation and treatment
6 plans;

7 5. Retain on staff, at all times, a certified reviewer trained by the ADMINISTRATOR's
8 Authority and Quality Improvement unit; ADMINISTRATOR is requesting that Clinical Supervisor and
9 Program Administrator/Manager positions carry out these duties;

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

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

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

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

19 E. QUALITY IMPROVEMENT

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

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

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

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

35 5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
36 meetings.

37 //

1 6. CONTRACTOR shall allow COUNTY to review the quantity and quality of services
2 provided pursuant to this Contract quarterly or as needed. This review will be conducted at
3 CONTRACTOR's facility and will consist of a review of medical and other records of Clients provided
4 services pursuant to the Contract.

5 F. CONTRACTOR shall attend meetings, trainings and presentations as requested by COUNTY
6 including but not limited to:

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

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

13 3. Any trainings that COUNTY recommends or deems necessary.

14 4. Any presentations/in-services as requested by COUNTY involving new providers/systems of
15 care so that CONTRACTOR is educated, apprised, up to date, knowledgeable and part of the larger
16 COUNTY system of care.

17 5. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
18 ADMINISTRATOR.

19 6. CONTRACTOR will follow the following guidelines for COUNTY tokens:

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

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

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

26 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
27 conditions:

28 1) Token of each staff member who no longer supports this Contract;

29 2) Token of each staff member who no longer requires access to the HCA IRIS;

30 3) Token of each staff member who leaves employment of CONTRACTOR;

31 4) Token is malfunctioning; or

32 5) Termination of Contract.

33 e. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged
34 through acts of negligence.

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

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

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

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

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

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

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

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

- 26 1. Admission Criteria and Admission Procedure;
- 27 2. Assessments and Individual Service Plans;
- 28 3. Crisis Intervention/Evaluation for Involuntary Holds;
- 29 4. Handling Non-Compliant Clients/Unplanned Discharges;
- 30 5. Medication Management and Medication Monitoring;
- 31 6. Recovery Program/Rehabilitation Program;
- 32 7. Community Integration/Case Management/Discharge Planning;
- 33 8. Documentation Standards;
- 34 9. Quality Management/Performance Outcomes;
- 35 10. Client Rights;
- 36 11. Personnel/In service Training;
- 37 12. Unusual Occurrence Reporting;

1 13. Code of Conduct/Compliance;

2 14. Mandated Reporting; and

3 15. Good Neighbor Policy.

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

6 1. Orientation to the program’s goals, and P&Ps;

7 2. Training on subjects as required by state regulations;

8 3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to
9 the Contract;

10 4. Recovery philosophy and individual empowerment;

11 5. Crisis intervention and de-escalation;

12 6. Substance abuse and dependence; and

13 7. Motivational interviewing.

14 M. PERFORMANCE OUTCOMES

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

17 a. maintain an occupancy rate of at least ninety-five percent (95%);

18 b. maintain an average length of stay of fourteen (14) days or less;

19 c. discharge at least ninety-five percent (95%) of Clients to a lower level of care;

20 d. link at least ninety-five percent (95%) of Clients to outpatient services at discharge.

21 Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge.

22 Linkage can occur while the Clients are still in program to ensure success;

23 e. ensure at least ninety-five percent (95%) of Clients do not require inpatient
24 hospitalization within forty-eight (48) hours of discharge;

25 f. ensure at least seventy-five percent (75%) of Clients do not require inpatient
26 hospitalization within sixty (60) days of discharge.,

27 g. Ensure at least ninety percent (90%) of Clients do not readmit within forty-eight (48)
28 hours of discharge; and

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

31 i. Develop an evidenced based performance metric of Client improvement measured upon
32 admission and upon linkage and discharge.

33 j. Research, propose and develop additional evidenced based metrics/performance
34 objectives that are relevant to described services and desired outcomes.

35 N. DATA CERTIFICATION

36 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and
37 complete database for all individuals served under this Contract. The Client database shall be certified

1 upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of
2 every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file
3 format, the data must be made available in an HCA approved database file type. If CONTRACTOR's
4 system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring,
5 reporting, and allowing accessibility to view, run, print, and export Client records/reports.

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

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

11 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as
12 outlined in Subparagraph IV.L. of this Exhibit A to the Contract with verification that outcome data is
13 correct.

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

16 **VI. STAFFING**

17
18 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
19 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
20 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
21 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
22 minimum qualifications are not met. Salary savings resulting from such vacant positions may not be
23 used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing
24 and in advance, by ADMINISTRATOR.

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

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

35 D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
36 COUNTY's New Provider Training.

37 //

1 E. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
 2 and Annual Compliance Training.

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

- 7 1. Basic knowledge of mental disorders;
- 8 2. Counseling skills, including individual, group, vocational and job counseling skills;
- 9 3. Crisis management;
- 10 4. Development and updating of needs and services plan;
- 11 5. Discharge planning;
- 12 6. Medications, including possible side effects and signs of overmedicating;
- 13 7. Knowledge of community services and resources; and
- 14 8. Principles of good nutrition, proper food preparation and storage, and menu planning.

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

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

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

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

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

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

<u>PROGRAM</u>	<u>Proposed FTEs</u>
Program Director	1.00
Program Support Assistant	1.40
Administrator	0.03
Data Specialist	0.50
Program Nurse	4.44
Mental Health Worker	8.56
Substance Abuse Counselor/Care Coordina	1.00
Occupational Therapist	0.50
Social Services Coordinator II	1.00

1	Peer Mentor Navigator	1.40
2	Psychiatrist	0.10
3	Nurse Practitioner	0.30
4	Chef	<u>1.40</u>
5	TOTAL FTEs	21.63

6
7 L. WORKLOAD STANDARDS

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

9 2. CONTRACTOR shall provide nine hundred fifty (950) DSHs per year of direct physician
10 time which will include medication support services which are inclusive of both billable and non-
11 billable services.

12 3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours
13 per day, seven (7) days a week and that each Client is seen at least twice per week or more often as
14 needed.

15 4. CONTRACTOR shall provide four thousand eight hundred (4,800) Client bed days per
16 year, which are inclusive of both billable and non-billable services.

17 5. CONTRACTOR shall, during the term of the Contract, provide Client related services,
18 tracking the number of individual counseling sessions and number of therapeutic and educational
19 didactic groups provided with a minimum of four (4) groups, including two therapeutic groups
20 facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a
21 licensed clinician per day.

22 M. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22,
23 Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5,
24 Part 2, Chapter 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification
25 standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as
26 appropriate to the services being provided. A sufficient number of clinical staff will be licensed in order
27 to meet all State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by
28 clinical staff who do not meet these requirements.

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

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

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

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

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

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

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

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1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

13 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
14 required by this Personal Information Privacy and Security Contract or as required by applicable state
15 and federal 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
21 security program that include administrative, technical and physical safeguards appropriate to the size
22 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
23 incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with
24 its current policies upon request.

25 c. Security. CONTRACTOR shall ensure the continuous security of all computerized
26 data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
27 DHCS 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
32 Federal Automated Information Systems, which sets forth guidelines for automated information systems
33 in 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
36 CMPPA Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS,
37 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements

1 to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
2 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
3 Exchanging 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
6 CONTRACTOR with respect to such information.

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
8 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
9 its 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
21 the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
22 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
23 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
24 Breach to 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
31 an 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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