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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2018~~2019 through June 30, ~~2019~~2020

Maximum Obligation: ~~_____~~ \$1,111,718 ~~138,495~~

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~Telecare Corporation~~ ~~Leslie Davis~~
~~Senior Vice President, Chief Financial Officer~~
~~Telecare Corporation~~
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
Leslie Davis
Senior Vice President, Chief Financial Officer
ldavis@telecarecorp.com

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I.- ACRONYMS

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

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

1	AF.S. DRP	Disaster Recovery Plan
2	AG.T. DRS	Designated Record Set
3	UAH. DSM	Diagnostic and Statistical Manual of Mental Disorders
4	VAI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
5	WAJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
6	XAK. . FTE	Full Time Equivalent
7	Y. E-Mail	Electronic Mail
8	AL. EEOC	Equal Employment Opportunity Commission
9	AM.Z. EHR	Electronic Health Records
10	AN. EOC	Equal Opportunity Clause
11	AO.AA. ePHI	Electronic Protected Health Information
12	ABAP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
13	AQ. FFS	Fee For Service
14	AR. FIPS	Federal Information Processing Standards
15	AS. FSP	Full Service Partnership
16	AT. FTE	Full Time Equivalent
17	AU. AC. GAAP	Generally Accepted Accounting Principles
18	AV.AD. HCA	County of Orange Health Care Agency
19	AW.AE. HHS	Federal Health and Human Services Agency
20	AFAX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
21		Law 104-191
22	AY.AG. HITECH Act	The Health Information Technology for Economic and Clinical Health
23		Act, Public Law 111-005
24	AHAZ. HIV	Human Immunodeficiency Virus
25	AQ. HSC	California Health and Safety Code
26	AI. ID	Identification
27	AJ. IEA	Information Exchange Agreement
28	AKAP. IRIS	Integrated Records and Information System
29	AL. ISO	Insurance Services Office
30	AM.AQ. ITC	Indigent Trauma Care
31	AR. LCSW	Licensed Clinical Social Worker
32	AS. MAT	Medication Assisted Treatment
33	AT. MFT	Marriage and Family Therapist
34	AU. MH	Mental Health
35	AV. MHP	Mental Health Plan
36	ANAW. MHS	Mental Health Specialist
37	AX. MHSA	Mental Health Services Act

1	AZ. MSN	Medical Safety Net
2	BA. NIH	National Institutes of Health
3	BB. NIST	National Institute of Standards and Technology
4	AO. BC. NPI	National Provider Identifier
5	AP. BD. NPP	Notice of Privacy Practices
6	BE. NPPEs	National Plan and Provider Enumeration System
7	BF. AQ. OCJS	Orange County Jail System
8	BG. AR. OCPD	Orange County Probation Department
9	BH. AS. OCR	Federal Office for Civil Rights
10	BI. AT. OCSD	Orange County Sheriff's Department
11	BJ. AU. OIG	Federal Office of Inspector General
12	BK. AV. OMB	Federal Office of Management and Budget
13	BL. AW. OPM	Federal Office of Personnel Management
14	AX. BM. P&P	Policy and Procedure
15	BN. PA DSS	Payment Application Data Security Standard
16	AY. BO. PATH	Projects for Assistance in Transition from Homelessness
17	BP. PC	State of California Penal Code
18	BQ. AZ. PCI DSS	Payment Card Industry Data Security Standard Standards
19	BR. PCS	Post-Release Community Supervision
20	BS. BA. PHI	Protected Health Information
21	BB. BT. PI	Personal Information
22	BU. BC. PII	Personally Identifiable Information
23	BD. BV. P&P	Policy and Procedure
24	BE. BW. PRA	California Public Record Records Act
25	BX. PSC	Professional Services Contract System
26	BY. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
27	BZ. BF. SIR	Self-Insured Retention
28	CA. SMA	Statewide Maximum Allowable (rate)
29	CB. SOW	Scope of Work
30	CC. SUD	Substance Use Disorder
31	CD. UMDAP	Uniform Method of Determining Ability to Pay
32	CE. UOS	Units of Service
33	CF. BG. USC	United States Code
34	BH. UOS	Units of Service
35	BI. CG. WIC	State of California Welfare Women, Infants and Institutions Code Children
36	//	
37	//	

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

23 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer~~compliance
24 officer that the CONTRACTOR's compliance program, code of conduct and any ~~Compliance~~compliance
25 related policies and procedures contain all required elements, CONTRACTOR shall ensure that all
26 Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance
27 program, code of conduct, related policies and procedures and contact information for the
28 ADMINISTRATOR's Compliance Program.

29 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
30 retained to provide services related to this Agreement ~~semi-annually~~monthly to ensure that they are not
31 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the
32 General Services ~~Administration's~~Administration's Excluded Parties List System or System for Award
33 Management, the Health and Human Services/Office of Inspector General List of Excluded
34 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, ~~and~~ the Social
35 Security ~~Administration~~Administration's Death Master File, and/or any other list or system as identified
36 by ~~the~~ ADMINISTRATOR.

37 //

1 1. For purposes of this Compliance Paragraph ~~IV (COMPLIANCE)~~, Covered Individuals
 2 includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who
 3 provide health care items or services or who perform billing or coding functions on behalf of
 4 ADMINISTRATOR. ~~Notwithstanding the above, this term does not include part-time or per diem~~
 5 ~~employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to~~
 6 ~~work more than one hundred sixty (160) hours per year; except that any such individuals shall become~~
 7 ~~Covered Individuals at the point when they work more than one hundred sixty (160) hours during the~~
 8 ~~calendar year.~~ CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 9 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 10 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
 11 procedures if CONTRACTOR has elected to use its own).

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

18 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 19 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 20 Agreement.

21 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors ~~semi-~~
 22 ~~annually~~ monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall also
 23 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
 24 federal and State of California health programs and have not been excluded or debarred from participation
 25 in any federal or state health care programs, and to further represent to CONTRACTOR that they do not
 26 have any Ineligible Person in their employ or under contract.

27 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 28 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 29 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
 30 directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible
 31 Person.

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

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

8 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
 9 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

25 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 26 Individuals relative to this Agreement. This includes compliance with federal and state **health**
 27 **care** healthcare program regulations and procedures or instructions otherwise communicated by regulatory
 28 agencies; including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

1 E. ~~MEDICAL~~MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE
2 STANDARDS

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

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

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

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

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

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

22 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
23 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
24 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
25 §1810.410.subds.(c)-(d).

26 F. Failure to comply with the obligations stated in this Compliance Paragraph ~~IV (COMPLIANCE)~~
27 shall constitute a breach of the Agreement on the part of CONTRACTOR and ~~ground~~grounds for
28 COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure,
29 CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure
30 any defaults grounded on this Compliance Paragraph ~~IV (COMPLIANCE)~~ prior to ADMINISTRATOR's
31 right to terminate this Agreement on the basis of such default.

32
33 **V. CONFIDENTIALITY**

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

37 //

1 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement
 2 are ~~clients~~ Clients of the Orange County Mental Health services system, and therefore it may be necessary
 3 for authorized staff of ADMINISTRATOR to audit ~~client~~ Client files, or to exchange information
 4 regarding specific ~~clients~~ Clients with COUNTY or other providers of related services contracting with
 5 COUNTY.

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

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

13 B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors
 14 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the
 15 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
 16 all information and records which may be obtained in the course of providing such services. This
 17 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
 18 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
 19 consultants, subcontractors, volunteers and interns.

20 ~~— C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate~~
 21 ~~disclosure in connection with activity funded under this Agreement. This system shall include provisions~~
 22 ~~for employee education on the confidentiality requirements, and the fact that disciplinary action may occur~~
 23 ~~upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and~~
 24 ~~technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and~~
 25 ~~availability of all confidential information that it creates, receives, maintains or transmits.~~
 26 ~~CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.~~

27 ~~— D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to~~
 28 ~~CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations~~
 29 ~~regarding confidentiality.~~

30 ~~— E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and~~
 31 ~~security, and shall include them in all subcontracts.~~

32 ~~— F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work~~
 33 ~~week, of any suspected or actual breach of its computer system.~~

34 VI. CONFLICT OF INTEREST

35 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
 36 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
 37

1 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
 2 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited
 3 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing
 4 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to
 5 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

7 **VII. COST REPORT**

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

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

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

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

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

36 3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or
 37 consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of

1 this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other
 2 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
 3 Agreement shall be immediately reimbursed to COUNTY.

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

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

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

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

30 ~~F. All D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum~~
 31 ~~Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be~~
 32 ~~unreimbursable to CONTRACTOR.~~

33 ~~— E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in~~
 34 ~~the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the individual~~
 35 ~~and/or consolidated Cost Report the services rendered with such revenues.~~

36 ~~— F. All individual and/or consolidated~~ Cost Reports shall contain the following attestation, which
 37 may be typed directly on or attached to the Cost Report:

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

Signed _____
Name _____
Title _____
Date _____"

VII.VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

34 X. DISPUTE RESOLUTION

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

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

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

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

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

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

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

27 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

37 //

XII. EQUIPMENT

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

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

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

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

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

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

35 G. Unless this Agreement is followed without interruption by another agreement between the
36 ~~parties~~Parties for substantially the same type and scope of services, at the termination of this Agreement

37 //

1 for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid
2 through this Agreement.

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

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

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

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

17 **XIV. INDEMNIFICATION AND INSURANCE**

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

28 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents,
29 directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense
30 costs, or liability of any kind or nature, including but not limited to personal injury or property damage,
31 arising from or related to the services, products or other performance provided by COUNTY pursuant to
32 this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent
33 jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
34 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
35 request a jury apportionment.

36 C. Each party agrees to provide the indemnifying party with written notification of any claim related
37 to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice

1 thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party
2 shall cooperate with the indemnifying party in its defense.

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

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

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

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

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

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

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

1 H. If CONTRACTOR fails to maintain insurance ~~as required in this Paragraph XII~~
 2 ~~(INDEMNIFICATION AND INSURANCE)~~ acceptable to the COUNTY for the full term of this
 3 Agreement, ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground~~
 4 ~~for COUNTY to~~ the COUNTY may terminate this Agreement.

5 I. QUALIFIED INSURER

6 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
 7 (Secure A.M. ~~Best's~~ Best's Rating) and VIII (Financial Size Category as determined by the most current
 8 edition of the ~~Best's~~ Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
 9 preferred,

10 but not mandatory, that the insurer be licensed to do business in the state of California (California
 11 Admitted Carrier).

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

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

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

37 //

1 K. REQUIRED COVERAGE FORMS

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

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

6 L. REQUIRED ENDORSEMENTS

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

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

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

16 2. The Network Security and Privacy Liability policy shall contain the following endorsements
17 which shall accompany the Certificate of Insurance:

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

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

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

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

30 ~~—~~ O. All insurance policies required by this Agreement shall waive all rights of subrogation against
31 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
32 within the scope of their appointment or employment.

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

1 PQ. If CONTRACTOR's Professional Liability and 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 Agreement.

4 QR. 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~~ S. Insurance certificates should be forwarded to the agency/department address listed on the
 7 solicitation.

8 T. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven
 9 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
 10 made to the next qualified vendor.

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

15 SV. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 16 CONTRACTOR does not deposit copies of acceptable ~~COIs~~ Certificate of Insurance and endorsements
 17 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, ~~such~~
 18 ~~failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of~~
 19 ~~this Agreement by~~ may be in breach without further notice to CONTRACTOR, and COUNTY shall be
 20 entitled to all legal remedies.

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

25 UX. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

36 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 37 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the

1 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
2 submitted to ADMINISTRATOR.

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

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

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

12 **XV. INSPECTIONS AND AUDITS**

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

23 B. CONTRACTOR shall actively participate and cooperate with any person specified in
24 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
25 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
26 evaluation or monitoring.

27 C. AUDIT RESPONSE

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

34 2. If the audit reveals that money is payable from one party Party to the other, that is,
35 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
36 CONTRACTOR, said funds shall be due and payable from one party Party to the other within sixty (60)
37

1 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY,
2 and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition
3 to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to
4 exceed the reimbursement due COUNTY.

5 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~an annual~~
6 ~~Single Audit as required by 31 USC 7501—7507, as well as its implementing regulations under 2 CFR~~
7 ~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal~~
8 ~~Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)~~
9 ~~calendar days of receipt~~ and file with ADMINISTRATOR, an annual, independent, organization-wide
10 audit of related expenditures as may be required during the term of this Agreement.

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

16 XVI. LICENSES AND LAWS

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

25 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

26 ~~1.~~ 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
27 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
28 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
29 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
30 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
31 COUNTY shall constitute grounds for termination of the Agreement.

32 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
33 the award of this Agreement:

34 a. In the case of an individual ~~contractor~~ CONTRACTOR, his/her name, date of birth, social
35 security number, and residence address;

36 //

37 //

1 b. In the case of ~~a contractor~~ CONTRACTOR doing business in a form other than as an
 2 individual, the name, date of birth, social security number, and residence address of each individual who
 3 owns an interest of ten percent (10%) or more in the contracting entity;

4 ~~c. A certification that CONTRACTOR has fully complied with all applicable federal and
 5 state reporting requirements regarding its employees;~~

6 ~~d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 7 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

8 ~~2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 9 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
 10 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 11 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
 12 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 13 grounds for termination of this Agreement.~~

14 3. It is expressly understood that this data will be transmitted to governmental agencies charged
 15 with the establishment and enforcement of child support orders, or as permitted by federal and/or state
 16 statute.

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

20 1. ARRA of 2009.

21 ~~2.~~ 2. Trafficking Victims Protection Act of 2000.

22 3. WIC, Division 5, Community Mental Health Services.

23 ~~34.~~ 4. WIC, Division 6, Admissions and Judicial Commitments.

24 ~~45.~~ 5. WIC, Division 7, Mental Institutions.

25 ~~56.~~ 6. HSC, §§1250 et seq., Health Facilities.

26 ~~67.~~ 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

27 ~~78.~~ 8. CCR, Title 9, Rehabilitative and Developmental Services.

28 ~~8.~~ 9. CCR, Title 17, Public Health.

29 ~~10.~~ 9. CCR, Title 22, Social Security.

30 ~~11.~~ 10. CFR, Title 42, Public Health.

31 ~~1112.~~ 12. CFR, Title 45, Public Welfare.

32 ~~1213.~~ 13. USC Title 42. Public Health and Welfare.

33 ~~1314.~~ 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

34 ~~1415.~~ 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

35 ~~1516.~~ 16. 42 USC §1857, et seq., Clean Air Act.

36 ~~1617.~~ 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

37 ~~1718.~~ 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

~~18. Policies and procedures set forth in Mental Health Services Act.~~

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

20. Policies and procedures set forth in DHCS Letters.

~~20~~²¹. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

~~21~~²². 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for~~

~~Federal Awards.~~

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

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

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

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XVIII. MAXIMUM OBLIGATION

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2 A. The Maximum Obligation of COUNTY for services provided in accordance with this Agreement
3 is as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
4 Subparagraph B. below.---

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

~~XVII.~~XIX. MINIMUM WAGE LAWS

7
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 federal
11 or California Minimum Wage to all its ~~employees~~ Covered Individuals (as defined within the
12 "Compliance" paragraph of this Agreement) that directly or indirectly provide services pursuant to this
13 Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its contractors
14 ~~or other persons~~ Covered Individuals providing services pursuant to this Agreement ~~on behalf of~~
15 ~~CONTRACTOR also pay their employees~~ be paid no less than the greater of the federal or California
16 Minimum Wage.

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

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

XX. NONDISCRIMINATION**A. EMPLOYMENT**

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

37 //

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

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

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

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

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

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

- 35 1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a
37 different manner or at a different time from that provided to other ~~clients~~ Clients.

1 3. Restricting a ~~client~~ Client in any way in the enjoyment of any advantage or privilege enjoyed
2 by others receiving any service and/or benefit.

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

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

7 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
8 ~~clients~~ Clients through a written statement that CONTRACTOR's and/or subcontractor's ~~clients~~ Clients
9 may file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
10 subcontractor, and ADMINISTRATOR ~~or COUNTY's Patient Rights Office~~.

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

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

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

20 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
21 to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~may file an appeal~~ has
22 the right to request a State Fair Hearing.

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

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
36 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
37 //

1 or subcontractor may be declared ineligible for further contracts involving federal, state or
2 ~~county~~COUNTY funds.

4 **XXI. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by ~~Email~~E-Mail; or

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

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

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

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

24 **XXII. NOTIFICATION OF DEATH**

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

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

30 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
31 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
32 pursuant to this Agreement; ~~provided, however, weekends and holidays shall not be included for purposes~~
33 ~~of computing the time within which to give telephone notice and, notwithstanding the time limit herein~~
34 ~~specified,~~ notice need only be given during normal business hours.

35 2. WRITTEN NOTIFICATION

36 //

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

4 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
5 report hand delivered, faxed, sent via encrypted ~~email, and/or postmarked and sent via U.S. Mail~~ E-Mail,
6 within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
7 pursuant to this Agreement.

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

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

14 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

18 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
19 any applicable public event or meeting. The notification must include the date, time, duration, location
20 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
21 approved by ADMINISTRATOR prior to distribution.
22

23 **XXIV. PATIENT'S RIGHTS**

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

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

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

33 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory
34 rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients'
35 Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve
36 ADMINISTRATOR's Director of Behavioral Health Care and the State Patients' Rights Office.
37

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

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

7

8 **XXV. PAYMENT CARD COMPLIANCE**

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

17

18 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

19 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
 20 this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 21 accordance with this Agreement and all applicable requirements.

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

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

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

32 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
 33 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
 34 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
 35 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

36 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
 37 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in

1 violation of the HIPAA, federal and state regulations ~~and/or CHPP~~. CONTRACTOR shall mitigate to the
 2 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
 3 or state regulations and/or COUNTY policies.

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

7 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
 8 ~~commencement~~ termination of the contract, unless a longer period is required due to legal proceedings
 9 such as litigations and/or settlement of claims.

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

12 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
 13 billings, and revenues available at one (1) location within the limits of the County of Orange. If
 14 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
 15 written approval to CONTRACTOR to maintain records in a single location, identified by
 16 CONTRACTOR.

17 ~~FG~~ CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
 18 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
 19 information that is requested by the PRA request.

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

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

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

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

29 ~~GI~~ CONTRACTOR may retain client, and/or patient documentation electronically in accordance
 30 with the terms of this Agreement and common business practices. If documentation is retained
 31 electronically, CONTRACTOR shall, in the event of an audit or site visit:

32 1. Have documents readily available within ~~forty-eight (48)~~ twenty-four (24) hour notice of a
 33 scheduled audit or site visit.

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

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

37 //

1 ~~HJ.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 2 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
 3 ~~email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or ~~security of PII and/or PHI~~
 4 ~~by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy~~
 5 ~~ADMINISTRATOR on such notifications.~~

6 ~~IK.~~ CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
 7 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
 8 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

9 ~~—J.—~~ ~~CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following~~
 10 ~~discharge of the client and/or patient, with the exception of non-emancipated minors for whom records~~
 11 ~~must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for~~
 12 ~~ten (10) years after the last date of service, whichever is longer.~~

14 XXVII. RESEARCH AND PUBLICATION

15 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
 16 or developed, as a result of this Agreement for the purpose of personal or professional research, or for
 17 publication.

19 ~~XXIV-XXVIII.~~ REVENUE

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

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

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

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

XXV.XXIX. SEVERABILITY

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

XXX. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of ~~client~~ Client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

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

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

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

11 **XXXI. STATUS OF CONTRACTOR**

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

24 **XXXII. TERM**

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

31 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend
32 or holiday may be performed on the next regular business day.

34 **XXXIII. TERMINATION**

35 A. Either ~~party~~ Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
36 written notice given the other ~~party~~ Party.

37 //

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

C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

~~E~~D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

~~D~~E. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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1 ~~EF~~. In the event this Agreement is suspended or terminated prior to the completion of the term as
 2 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
 3 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
 4 reduced term of the Agreement.

5 ~~FG~~. In the event this Agreement is terminated by either ~~party~~Party pursuant to Subparagraphs B., C.,
 6 or D. above, CONTRACTOR shall do the following:

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

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

11 3. Until the date of termination, continue to provide the same level of service required by this
 12 Agreement.

13 4. If ~~clients~~Clients are to be transferred to another facility for services, furnish
 14 ADMINISTRATOR, upon request, all ~~client~~Client information and records deemed necessary by
 15 ADMINISTRATOR to ~~affect~~effect an orderly transfer.

16 5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~Clients in a manner consistent
 17 with ~~client's~~Client's best interests.

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

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

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

28 9. Provide written notice of termination of services to each ~~client~~Client being served under this
 29 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
 30 termination of services must also be provided to ADMINISTRATOR within the fifteen (15)
 31 ~~calendar~~calendars day period.

32 ~~GH~~. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
 33 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

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XXXIV. THIRD PARTY BENEFICIARY

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

XXXV. WAIVER OF DEFAULT OR BREACH

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

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

3
4 TELECARE CORPORATION

5
6
7 BY: - _____ DATED: _____

8
9 TITLE: - _____

10
11
12
13
14 COUNTY OF ORANGE

15
16
17 BY: - _____ DATED: _____

18 HEALTH CARE AGENCY

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

26
27
28 BY: - _____ DATED: - _____

29 DEPUTY

30
31
32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
37 by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
alone is required by ADMINISTRATOR.

EXHIBIT A
 TO THE AGREEMENT FOR PROVISION OF
 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

~~I. common terms and Definitions~~ **COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 11. Clinical Director means an individual who meets the minimum requirements set forth in Title
 26 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health
 27 setting.

28 12. Crisis Stabilization Unit (CSU) means a psychiatric behavioral health crisis stabilization
 29 program that operates twenty-four (24) hours a day that serves Orange County residents, aged eighteen
 30 (18) and older, who are experiencing a behavioral health crisis that cannot wait until a regularly scheduled
 31 appointment. Crisis Stabilization services include psychiatric crisis evaluations, nursing assessments,
 32 consultations with significant others and need immediate evaluation. Clients receive a thorough
 33 psychiatric evaluation outpatient providers, individual and family education, crisis stabilization treatment,
 34 and referral intervention services, counseling/therapy services provided by a Licensed Clinical Social
 35 Worker or Marriage Family Therapist, basic medical services, medication services, and referrals and
 36 linkages to the appropriate level of continuing care, and community services, including Peer Mentoring
 37 services. As a designated outpatient facility, the CSU may evaluate and treat clients individuals for no

1 longer than twenty-three (23) hours and fifty-nine (59) minutes. The primary goal of the CSU is to help
 2 stabilize the crises and begin treating individuals in order to refer them to the most appropriate, least
 3 restrictive non-hospital setting when indicated or to facilitate admission to psychiatric inpatient units when
 4 the need for this level of care is present.

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

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

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

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

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

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

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

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

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

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

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

6 19. FSP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 and

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

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

34 53. Supportive Housing PSC means a person who provides services in a supportive housing
 35 structure. This person will coordinate activities ~~which~~that will include, but not be limited to: independent
 36 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
 37 advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC

1 will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be
2 active in supporting and implementing a full service partnership philosophy and its individualized,
3 strengths-based, culturally appropriate, and Consumer-centered approach.

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

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

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

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

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

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

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II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement 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.

~~RESIDENT DAY ADMINISTRATIVE COSTS~~

~~— Indirect Costs~~ ~~\$ 134,087~~

~~SUBTOTAL ADMINISTRATIVE COSTS~~ ~~\$ 134,087~~

~~RESIDENT DAY PROGRAM COSTS~~

~~— Salaries~~ ~~\$ 534,205~~

~~— Benefits~~ ~~179,682~~

~~— Services & Supplies~~ ~~180,024~~

~~SUBTOTAL PROGRAM COSTS~~ ~~\$ 893,911~~

~~TOTAL RESIDENT DAY COSTS~~ ~~\$1,027,998~~

~~MEDICATION SUPPORT ADMINISTRATIVE COSTS~~

~~— Indirect Costs~~ ~~\$ 10,920~~

~~SUBTOTAL ADMINISTRATIVE COSTS~~ ~~\$ 10,920~~

~~MEDICATION SUPPORT PROGRAM COSTS~~

~~— Subcontractor~~ ~~\$ 72,800~~

~~SUBTOTAL PROGRAM COSTS~~ ~~\$ 72,800~~

~~TOTAL MEDICATION SUPPORT COSTS~~ ~~\$ 83,720~~

~~TOTAL GROSS COSTS~~ ~~\$1,111,718~~

~~REVENUE~~

~~— FFP Medi-Cal~~ ~~\$ 255,160~~

~~— MHSA Medi-Cal~~ ~~177,315~~

~~— MHSA~~ ~~679,243~~

~~TOTAL REVENUE~~ ~~\$1,111,718~~

~~MAXIMUM OBLIGATION~~ ~~\$1,111,718~~

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1	<u>RESIDENT DAY ADMINISTRATIVE COSTS</u>	
2	<u>Indirect Costs</u>	\$ 137,491
3	<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	\$ 137,491
4	<u>RESIDENT DAY PROGRAM COSTS</u>	
5	<u>Salaries</u>	\$ 622,642
6	<u>Benefits</u>	113,230
7	<u>Services & Supplies</u>	180,736
8	<u>SUBTOTAL PROGRAM COSTS</u>	\$ 916,608
9	<u>TOTAL RESIDENT DAY COSTS</u>	\$ 1,054,099
10	 <u>MEDICATION SUPPORT ADMINISTRATIVE COSTS</u>	
11	<u>Indirect Costs</u>	\$ 11,008
12	<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	\$ 11,008
13	<u>MEDICATION SUPPORT PROGRAM COSTS</u>	
14	<u>Subcontractor</u>	\$ 73,388
15	<u>SUBTOTAL PROGRAM COSTS</u>	\$ 73,388
16	 <u>TOTAL MEDICATION SUPPORT COSTS</u>	\$ 84,396
17	 <u>TOTAL GROSS COSTS</u>	\$ 1,138,495
18	 <u>REVENUE</u>	
19	<u>FFP Medi-Cal</u>	\$ 281,937
20	<u>MHSA Medi-Cal</u>	281,937
21	<u>MHSA</u>	574,621
22	<u>TOTAL REVENUE</u>	\$ 1,138,495
23	<u>MAXIMUM OBLIGATION</u>	\$ 1,138,495

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

29 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
30 provided pursuant to the Agreement, CONTRACTOR may make written application to
31 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees
32 and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR may, at
33 its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in
34 writing to CONTRACTOR and will specify the amount of said revenues to be retained and the quantity
35 of services to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-
36 Cal clients shall not be eligible for retention by CONTRACTOR.

37 //

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

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

15 F. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
16 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
17 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
18 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made
19 in accordance with GAAP, and Medicare regulations. The client eligibility determination and fee charged
20 to and collected from clients, together with a record of all billings rendered and revenues received from
21 any source, on behalf of clients treated pursuant to the Agreement, must be reflected in
22 ~~CONTRACTOR'S~~ CONTRACTOR's financial records.

23 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
24 Paragraph of this Exhibit A to the Agreement.

25 26 **III. PAYMENTS**

27 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
28 ~~\$92,643~~ 94,875 per month. All payments are interim payments only and are subject to Final Settlement in
29 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
30 reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs,
31 as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of
32 such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract
33 provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to
34 COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental
35 billings for any month for which the provisional amount specified above has not been fully paid.

36 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
37 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.

1 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
2 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

21 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
22 any provision of the Agreement.

23 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
24 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
25 specifically agreed upon in a subsequent Agreement.

26 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
27 Payments Paragraph of this Exhibit A to the Agreement.

28 **IV. REPORTS**

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

31 B. FISCAL

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

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

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

18 D. PROGRAMMATIC

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

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

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

- 27 1) current schedule of groups and activities;
- 28 2) a description of chart compliance activities as well as the outcome of chart reviews;
- 29 3) number of admissions;
- 30 4) referral source upon admission;
- 31 5) type of funding upon admission;
- 32 6) average length of stay;
- 33 7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 34 8) average daily census;
- 35 9) number of discharges;
- 36 10) type of residence on discharge (independent, home with family, Sober Living, etc.);

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1 11) voluntary and involuntary hospitalizations that occur during resident's stay or within
2 forty-eight (48) hours of discharge;

3 12) readmissions within forty-eight (48) hours and within fourteen (14) days of
4 discharge;

5 13) number of individual counseling sessions and duration of sessions per month;

6 14) number of educational groups and the duration of each group type provided to
7 residents per month;

8 15) number of attendees to the groups per month;

9 16) percentage of residents attending groups; and

10 17) Description of CONTRACTOR's CONTRACTOR's progress in implementing the
11 provisions of this Agreement and provisions of the Corrective Action Plan (CAP) that was requested on
12 January 9th 2019. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving
13 all the terms of this Agreement and the CAP, and if not, will specify what steps will be taken to achieve
14 satisfactory progress.

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

17 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
18 adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY,
19 the residents, and a commitment to quality services.

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

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

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

32 G. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
33 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
34 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
35 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
36 not limited to the following:

37 //

1 e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented
2 in 45 CFR 84.1 et seq.);

3 f. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the
4 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
5 they exist now or may be hereafter amended together with succeeding legislation.

6 2. The facility shall have a capacity of six (6) ~~to fifteen (15)~~ beds and include adequate physical
7 space to support the services identified within the Agreement.

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

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

14 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential
15 services to individuals referred by COUNTY. CONTRACTOR shall not provide walk-in evaluation and
16 admission services unless mutually agreed upon, in writing, between CONTRACTOR and
17 ADMINISTRATOR. ADMINISTRATOR will serve as the principal ~~sources~~ source to authorize
18 admissions of individuals who meet the following criteria:

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

22 2. COUNTY resident;

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

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

25 5. Willing to ~~seek services~~ participate fully and voluntarily in services.

26 C. ADULT CRISIS RESIDENTIAL PROGRAM – The focus of the program will be ~~resident~~ person-
27 centered ~~and~~ recovery-focused and will underscore trauma informed approach that underscores the
28 concept of personal responsibility for the individual's. Short-term Crisis Residential Services will be
29 provided to adults who are in behavioral health disorder crises and may be at risk of psychiatric
30 hospitalization. Individuals are referred from Adult and independence Older Adult Behavioral Health
31 County or County-contracted behavioral health providers. The program operates twenty-four (24) hours
32 a day, seven (7) days a week and emulates a home-like environment. Intensive psychosocial services are
33 provided on an individual and group basis by mental health professionals, including therapy, crisis
34 intervention, group education, assistance with self-administration of medications and case management.
35 The focus is on recovery and intensive behavioral health treatment, management and discharge planning,
36 linkage and reintegration into the community. The average length of stay per client is fourteen (14) days.
37 The program will support a social rehabilitation model, which is designed to enhance an individual's

1 social connection with family or community so that they can move back into the community and prevent
 2 an inpatient stay. These services will be designed to assist the resident in being treated in the least
 3 restrictive, appropriate setting as possible. Services shall be delivered in the spirit of recovery, and tailored
 4 to the unique strengths of each individual resident. The program will offer an environment where residents
 5 ~~have the power to make decisions and~~ are supported as they look at their own life experiences, set their
 6 own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The residents
 7 are expected to participate fully in all program activities, including all individual sessions, groups, and
 8 recovery oriented outings.

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

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

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

17 a. Admission Services:

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

22 2) CONTRACTOR shall complete a thorough behavioral health assessment and
 23 psychiatric evaluation within twenty-four (24) hours of admission.

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

31 4) CONTRACTOR shall obtain or complete a medical history within three (3) days of
 32 admission.

33 5) CONTRACTOR shall be responsible for resident's TB testing upon admission if
 34 resident has not completed the test prior to admission to the program.

35 6) CONTRACTOR shall not refuse referrals if CONTRACTOR has available space
 36 and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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1 7) CONTRACTOR and resident will together develop a written treatment/service plan
 2 specifying goals and objectives, involving resident's family and support persons as appropriate, and as
 3 aligned with a recovery focused, person-centered and directed approach within seventy-two (72) hours of
 4 admission. CONTRACTOR shall involve the resident's family and support persons or document attempts
 5 to obtain consent until consent is obtained or the resident is discharged.

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 residents and
 9 crisis residential staff.

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

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

20 4) CONTRACTOR shall support a culture of "recovery" which focuses on personal
 21 responsibility for a resident's behavioral health management and independence, and fosters resident
 22 empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be
 23 encouraged and assigned to each resident 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 learning,
 25 who will also assist the resident in learning the new skills and completing the chores as needed.

26 45) CONTRACTOR's program will be designed to enhance resident motivation to
 27 actively participate in the program, provide residents with intensive assistance in accessing community
 28 resources, and assist residents 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 centers,
 30 parks, coffee shops) will be provided for all residents in support of these goals.

31 56) CONTRACTOR shall assist the resident in developing and working on a WRAP
 32 throughout their stay at the program and will promote resident recovery on a daily basis via individual
 33 and/or group sessions. This will assist residents 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 not
 35 be limited to: building a wellness toolbox or resource list, symptom monitoring, triggers and early warning
 36 signs of symptoms, identifying a crisis plan, etc.

37 //

1 ~~6~~7) CONTRACTOR shall engage both the resident 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 ~~7~~ 8) CONTRACTOR shall support a Dual Disorders Integrated
 5 Treatment Model that is non-confrontational, follows behavioral principles, considers interactions
 6 between behavioral health disorders and substance abuse and has gradual expectations of abstinence.
 7 CONTRACTOR shall provide, on a regularly scheduled basis, education via individual and/or group
 8 sessions to residents on the effects of alcohol and other drug abuse, triggers, relapse prevention, and
 9 community recovery resources. Twelve (12) step groups and Smart Recovery groups will be encouraged
 10 at the facility on a regular basis.

11 ~~8~~ 9) CONTRACTOR shall support a culture that supports a nonsmoking
 12 environment in the facility and on the campus. CONTRACTOR shall provide educational groups
 13 regarding tobacco cessation and provide viable alternatives such as tobacco patches and other approved
 14 methods that support tobacco use reduction and cessation.

15 10) CONTRACTOR shall assist residents 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 ~~9~~11) CONTRACTOR shall provide crisis intervention and crisis management
 19 services designed to enable the resident to cope with the crisis at hand while maintaining his/her
 20 functioning status within the community and to prevent further decompensation or hospitalization.

21 ~~10~~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 ~~11~~13) CONTRACTOR will provide information, support, advocacy education, and
 24 assistance with including the resident's natural support system in treatment and services.

25 ~~12~~14) CONTRACTOR shall sustain a culture that supports Peer Recovery
 26 Specialist/Counselors in providing supportive socialization for residents that will assist residents 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 infiltrate the milieu with the notion
 29 that recovery is possible.

30 ~~13~~15) CONTRACTOR shall provide close supervision and be aware of residents'
 31 whereabouts at all times to ensure the safety of all residents. 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 c. Case Management/Discharge Services:

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

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

9 3) CONTRACTOR shall collaborate proactively with resident's Mental Health Plan
10 Provider when such is required to link residents to county or contracted housing services which may
11 include continued temporary housing, permanent supported housing, interim placement, or other
12 community housing options.

13 4) CONTRACTOR shall assist residents in scheduling timely follow-up
14 appointment(s) between resident and their mental health service provider while still a resident or within
15 twenty-four (24) hours following discharge to ensure that appropriate linkage has been successful.
16 Provide telephone follow up within five (5) days to ensure linkage was successful. Services shall be
17 documented in the resident record. Peer Recovery Specialists and Residential Counselors will be expected
18 to accompany residents to their follow up linkage appointments as part of their case management duties.

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

22 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
23 residents who are deemed necessary to stay in the program for more than fourteen (14) days.
24 CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for residents who are
25 deemed necessary to stay in the program for more than thirty (30) days.

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

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

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

5 d. Medication Support Services:

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

8 2) CONTRACTOR shall educate residents on the role of medication in their recovery
 9 plan, and how the resident can take an active role in their own recovery process. CONTRACTOR shall
 10 provide education to residents on medication choices, risks, benefits, alternatives, side effects and how
 11 these can be managed. Resident education will be provided on a regularly scheduled basis via individual
 12 and group sessions.

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

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

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

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

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

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

28 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
 29 frequency necessary to manage the acute symptoms to allow the resident to safely stay at the Crisis
 30 Residential Program and to prepare the resident to transition to outpatient level of care upon discharge.
 31 At a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within
 32 twenty-four (24) hours after admission and will have a psychiatrist available as needed for medication
 33 follow-up twice per week thereafter.

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

3 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
4 unfunded residents.

5 e. Transportation Services:

6 1) CONTRACTOR shall provide transportation services for program related activities
7 which may include, but not be limited to, transportation to appointments deemed necessary for medical
8 or dental care or activities related to and in support of preparation for discharge and/or community
9 integration. All other non-crucial appointments will be delayed until after the individual is discharged.

10 CONTRACTOR staff will accompany individuals on these necessary appointments.

11 f. Food Services:

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

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

16 3) CONTRACTOR shall maintain required supplies of non-perishable foods at required
17 temperatures.

18 4) CONTRACTOR shall create opportunities for residents to participate in the planning,
19 preparation and clean-up of food preparation activities.

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

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

26 2. A COUNTY certified reviewer completes one hundred percent (100%) audit of resident
27 charts regarding clinical documentation, insuring all charts are in compliance with medical necessity and
28 Medi-Cal and Medicare chart compliance. Charts will be reviewed within one day of admission to ensure
29 that all initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure
30 that all chart documentation complies with all federal, state and local guidelines and standards.
31 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

32 3. Provide clinical direction and training to staff on all clinical documentation and treatment
33 plans;

34 4. Retain on staff, a certified reviewer trained by the ADMINISTRATOR's Authority and
35 Quality Improvement unit;

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1 5. Oversee all aspects of the clinical services of the recovery program; know each resident by
 2 name and be familiar with details of each of the residents' cases/situations that brought them to the
 3 program;

4 6. Coordinate with in-house clinicians, psychiatrist and/or nurse regarding resident treatment
 5 issues, professional consultations, or medication evaluations;

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

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

10 E. QUALITY IMPROVEMENT

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

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

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

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

26 5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
 27 meetings.

28 6. CONTRACTOR shall allow the COUNTY to periodically review the quantity and quality of
 29 services provided pursuant to this Agreement. This review will be conducted at
 30 CONTRACTOR's CONTRACTOR's facility and will consist of a review of medical and other records of
 31 residents provided services pursuant to the Agreement.

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

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

35 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
 36 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving

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1 all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress,
2 compliance with P&Ps, review of statistics and clinical services;

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

5 4. CONTRACTOR will follow the following guidelines for County tokens:

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

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

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

12 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
13 conditions:

14 1) Token of each staff member who no longer supports this Agreement;

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

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

17 4) Token is malfunctioning; or

18 5) Termination of Agreement.

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

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

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

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

28 2. CONTRACTOR, including each employee that provides services under the Agreement, will
29 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
30 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
31 ADMINISTRATOR, all NPI as soon as they are available.

32 H. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
33 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
34 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
35 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
36 Agreement.

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1 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
2 research activity on COUNTY clients without obtaining prior written authorization from
3 ADMINISTRATOR.

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

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

- 13 1. Admission Criteria and Admission Procedure;
- 14 2. Assessments and Individual Service Plans;
- 15 3. Crisis Intervention/Evaluation for Involuntary Holds;
- 16 4. Handling Non-Compliant Residents/Unplanned Discharges;
- 17 5. Medication Management and Medication Monitoring;
- 18 6. Recovery Program/Rehabilitation Program;
- 19 7. Community Integration/Case Management/Discharge Planning;
- 20 8. Documentation Standards;
- 21 9. Quality Management/Performance Outcomes;
- 22 10. Resident Rights;
- 23 11. Personnel/In service Training;
- 24 12. Unusual Occurrence Reporting;
- 25 13. Code of Conduct/Compliance; and
- 26 14. Mandated Reporting.

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

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

37 M. PERFORMANCE OUTCOMES

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

- 3 a. maintain an occupancy rate of at least ninety percent (90%);
- 4 b. maintain an average length of stay of fourteen (14) days or less;
- 5 c. discharge at least ninety percent (90%) of residents to a lower level of care;
- 6 d. link at least ninety percent (90%) of residents to outpatient services at discharge. Linkage
7 will be defined as keeping outpatient appointment within five (5) business days after discharge;
- 8 e. ensure at least ninety-five percent (95%) of residents do not require inpatient
9 hospitalization within forty-eight (48) hours of discharge;
- 10 f. ensure at least ninety percent (90%) of residents do not readmit within forty-eight (48)
11 hours of discharge; and
- 12 g. ensure at least seventy-five percent (75%) of residents do not readmit within fourteen
13 (14) days of discharge; and
- 14 h. maintain an overall residents satisfaction score of at least four (4) out of five (5) with five
15 (5) being the most satisfied.

16 2. CONTRACTOR shall coordinate distribution and collection of Resident Satisfaction surveys
17 and provide summary results to ADMINISTRATOR on a quarterly basis. CONTRACTOR shall also
18 discuss the results of these surveys with all staff members in the program and develop plans to address
19 areas of concern that may result from the surveys.

20 N. DATA CERTIFICATION

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

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

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

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

35 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
36 Paragraph of this Exhibit A to the Agreement.

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VI. STAFFING

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2 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
3 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
4 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
5 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
6 ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with
7 non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs
8 other than salaries and employees benefits unless otherwise authorized, in writing and in advance, by
9 ADMINISTRATOR.

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

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

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

21 E. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
22 and Annual Compliance Training.

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

27 1. Basic knowledge of mental disorders;

28 2. Counseling skills, including individual, group, vocational and job counseling skills;

29 3. Crisis management;

30 4. Development and updating of needs and services plan;

31 5. Discharge planning;

32 6. Medications, including possible side effects and signs of overmedicating;

33 7. Knowledge of community services and resources; and

34 8. Principles of good nutrition, proper food preparation and storage, and menu planning.

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

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

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

7 HI. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 8 any staffing vacancies that occur during the term of the Agreement.

9 IJ. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
 10 evaluations pursuant to Section 5150, WIC.

11 JK. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
 12 Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be
 13 equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTEs</u>
Program Administrator	0.50
Regional Director of Operations	0.05
Clinical Director	0.50
Clinician	1.20
LVN/LVP	1.20
Peer Recovery Coach	0.70
Residential Counselor	7.00
Office Coordinator I	-0.50
SUBTOTAL PROGRAM	11.65
Psychiatrist (Subcontract)	-0.22
TOTAL FTEs	11.87

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<u>PROGRAM</u>	<u>FTEs</u>
<u>Office Coordinator</u>	<u>0.25</u>
<u>Office Coordinator II</u>	<u>0.50</u>
<u>Clinical Director</u>	<u>0.50</u>
<u>Clinician</u>	<u>1.20</u>
<u>LVN/LPT</u>	<u>1.20</u>
<u>Peer Recovery Coach</u>	<u>0.70</u>
<u>Program Administrator</u>	<u>0.50</u>
<u>Regional Director of Operations</u>	<u>0.05</u>
<u>HR Generalist</u>	<u>0.04</u>
<u>Residential Counselor</u>	<u>7.00</u>
<u>IT Support Specialist</u>	<u>0.05</u>
<u>SUBTOTAL PROGRAM</u>	<u>11.99</u>
<u>Psychiatrist (Subcontract)</u>	<u>0.22</u>
<u>TOTAL FTEs</u>	<u>12.21</u>

K. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct resident service.
2. CONTRACTOR shall provide three hundred fifteen (315) DSHs per year of direct physician time which will include medication support services which are inclusive of both billable and non-billable services.
3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours per day, seven (7) days a week.
4. CONTRACTOR shall provide one thousand eight hundred sixty-two (1,862) resident bed days per year, which are inclusive of both billable and non-billable services.
5. CONTRACTOR shall, during the term of the Agreement, provide resident related services, tracking the number of individual counseling sessions and number of therapeutic and educational didactic groups provided with a minimum of ~~three (3)~~ four (4) groups, including two therapeutic groups facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a licensed clinician per day.

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

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1 M. A limited number of clinical staff will be qualified and designated by COUNTY to perform
2 evaluations pursuant to Section 5150, WIC.

3 N. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
4 approval of ADMINISTRATOR.

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

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

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

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

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

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1 EXHIBIT B
 2 TO THE AGREEMENT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 TELECARE CORPORATION
 8 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

9
 10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
 13 Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
 14 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
 15 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 3. Audit Controls

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

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

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

6 1) The Disclosure is required by law; or

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

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

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

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

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

20 H. PROHIBITED USES AND DISCLOSURES

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

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

30 I. OBLIGATIONS OF COUNTY

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

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

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

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO THE AGREEMENT FOR PROVISION OF
 ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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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 Agreement; or
5 interference with system operations in an information system that processes, maintains or stores PI.

6 B. TERMS OF AGREEMENT

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 Agreement
10 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

25 h. Breaches and Security Incidents. During the term of the Agreement, 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 Agreement.

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

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