

AGREEMENT FOR PROVISION OF
ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES

BETWEEN
COUNTY OF ORANGE

AND

~~TELECARE CORPORATION~~

TELECARE CORPORATION

JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

THIS AGREEMENT entered into this 1st day of July ~~2018~~2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ~~TELECARE CORPORATION, a California for profit corporation (CONTRACTOR).~~ TELECARE CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties~~."~~." This Agreement shall be administered by the ~~County Director~~ of ~~Orange~~ the COUNTY's Health Care Agency ~~(or an authorized designee ("ADMINISTRATOR").~~

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Enhanced Recovery Full Service Partnership Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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

Maximum Obligation: ~~\$3,025,413~~\$3,228,336

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: ~~07-654-7363~~07-654-7363

CONTRACTOR TAX ID Number: ~~94-1735271~~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: ~~Leslie Davis~~Telecare Corporation
~~Senior Vice President, Chief Financial Officer~~
~~Telecare Corporation~~
~~1080 Marina Village Parkway, Suite 100~~
~~Alameda, CA 94501~~
~~ldavis@telecarecorp.com~~
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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44	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
55	B. AES	Advanced Encryption Standard
66	C. AIDS	Acquired Immune Deficiency Syndrome
77	D. ARRA	American Recovery and Reinvestment Act of 2009
88	B.E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
99	F. ASI	Addiction Severity Index
100	G. ASRS	Alcohol and Drug Programs Reporting System
111	H.C. AES	Advanced Encryption Standard
122	D. BCP	Business Continuity Plan
133	I. BHS	Behavioral Health Services
144	J. CalOMS	California Outcomes Measurement System
155	K. CalWORKs	California Work Opportunity and Responsibility for Kids
166	L. CAP	Corrective Action Plan
177	M.E. CCC	California Civil Code
188	N.F. CCR	California Code of Regulations
199	G.O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
200	P.H. CEO	County Executive Office
211	Q. CESI	Client Evaluation of Self at Intake
222	R. CEST	Client Evaluation of Self and Treatment
233	S. CFDA	Catalog of Federal Domestic Assistance
244	T.I. CFR	Code of Federal Regulations
255	J.U. CIPA	California Information Practices Act
266	K. CHPP	COUNTY HIPAA Policies and Procedures
277	L. CHHS	California Health and Human Services Agency
288	M.V. CHS	Correctional Health Services
299	W. CIPA	California Information Practices Act
300	N.X. CMPPA	Computer Matching and Privacy Protection Act
311	O.Y. COI	Certificate of Insurance
322	Z. CPA	Certified Public Accountant
333	AA. CSW	Clinical Social Worker
344	AB.P. D/MC	Drug/Medi-Cal
355	Q. DHCS	California Department of Health Care Services
366	AC. D/MC	Drug/Medi-Cal
377	AD.R. DoD	US Department of Defense

<u>11</u>	AE.S. DPFS	Drug Program Fiscal Systems
<u>22</u>	AF.T. DRP	Disaster Recovery Plan
<u>33</u>	U AG. DRS	Designated Record Set
<u>44</u>	V AH. DSM	Diagnostic and Statistical Manual of Mental Disorders
<u>55</u>	W AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
<u>66</u>	X AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
<u>77</u>	AK.Y. FTE	Full Time Equivalent
<u>88</u>	Z. E-Mail	Electronic Mail
<u>99</u>	AL. EEOC	Equal Employment Opportunity Commission
<u>100</u>	AM.AA. EHR	Electronic Health Records
<u>111</u>	AB. AN.EOC	Equal Opportunity Clause
<u>122</u>	AO. ePHI	Electronic Protected Health Information
<u>133</u>	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
<u>144</u>	AQ. FFS	Fee For Service
<u>155</u>	AR.AC. FIPS	Federal Information Processing Standards
<u>166</u>	AS. FSP	Full Service Partnership
<u>177</u>	AT. FTE	Full Time Equivalent
<u>188</u>	AU. AD. GAAP	Generally Accepted Accounting Principles
<u>199</u>	AV. AE. HCA	County of Orange Health Care Agency
<u>200</u>	AW. AF. HHS	Federal Health and Human Services Agency
<u>221</u>	AG AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
<u>222</u>		Law 104-191
<u>223</u>	AH. AY. HITECH Act	Health Information Technology for Economic and Clinical Health
<u>224</u>		Act, Public Law 111-005
<u>225</u>	AZ. HIV	Human Immunodeficiency Virus
<u>226</u>	BA. HSC	California Health and Safety Code
<u>227</u>	AI BB. ID	Identification
<u>228</u>	AJ BC. IEA	Information Exchange Agreement
<u>229</u>	AK BD. IRIS	Integrated Records and Information System
<u>300</u>	BE AL. ISO	Insurance Services Office
<u>311</u>	BF. ITC	Indigent Trauma Care
<u>322</u>	BG. LCSW	Licensed Clinical Social Worker
<u>333</u>	BH. MAT	Medication Assisted Treatment
<u>344</u>	BI. MFT	Marriage and Family Therapist
<u>355</u>	BJ. MH	Mental Health
<u>366</u>	BK AM. MHP	Mental Health Plan
<u>377</u>	AN BL. MHS	Mental Health Specialist

<u>11</u>	<u>BM.</u> MHPA	<u>Mental Health Services Act</u>
<u>22</u>	<u>BN.</u> MSN	<u>Medical Safety Net</u>
<u>33</u>	<u>BO.</u> NIH	<u>National Institutes of Health</u>
<u>44</u>	<u>BP.</u> NIST	<u>National Institute of Standards and Technology</u>
<u>55</u>	<u>BQ.</u> AO. NPI	<u>National Provider Identifier</u>
<u>66</u>	<u>BR.</u> AP. NPP	<u>Notice of Privacy Practices</u>
<u>77</u>	<u>BS.</u> NPPEs	<u>National Plan and Provider Enumeration System</u>
<u>88</u>	<u>BT.</u> AQ. OCJS	<u>Orange County Jail System</u>
<u>99</u>	<u>BU.</u> AR. OCPD	<u>Orange County Probation Department</u>
<u>100</u>	<u>BV.</u> AS. OCR	<u>Federal Office for Civil Rights</u>
<u>111</u>	<u>BW.</u> AT. OCSD	<u>Orange County Sheriff's Department</u>
<u>122</u>	<u>BX.</u> AU. OIG	<u>Federal Office of Inspector General</u>
<u>133</u>	<u>BY.</u> AV. OMB	<u>Federal Office of Management and Budget</u>
<u>144</u>	<u>BZ.</u> AW. OPM	<u>Federal Office of Personnel Management</u>
<u>155</u>	AX. CA.P&P	<u>Policy and Procedure</u>
<u>166</u>	<u>CB.</u> PA DSS	<u>Payment Application Data Security Standard</u>
<u>177</u>	<u>CC.</u> PATH	<u>Projects for Assistance in Transition from Homelessness</u>
<u>188</u>	<u>CD.</u> AY. PC	State of <u>California Penal Code</u>
<u>199</u>	<u>CE.</u> AZ. PCI DSS	<u>Payment Card Industry Data Security Standard Standards</u>
<u>200</u>	<u>CF.</u> PCS	<u>Post-Release Community Supervision</u>
<u>211</u>	<u>CG.</u> BA. PHI	<u>Protected Health Information</u>
<u>222</u>	<u>CH.</u> BB. PI	<u>Personal Information</u>
<u>233</u>	<u>CI.</u> BC. PPI	<u>Personally Identifiable Information</u>
<u>244</u>	BD. CJ. P&P	<u>Policy and Procedure</u>
<u>255</u>	CK. P&P	Policy and Procedure
<u>266</u>	BE. PRA	<u>California Public Record Records Act</u>
<u>277</u>	<u>CL.</u> PSC	<u>Professional Services Contract System</u>
<u>288</u>	<u>CM.</u> SAPTBG	<u>Substance Abuse Prevention and Treatment Block Grant</u>
<u>299</u>	<u>CN.</u> BF. SIR	<u>Self-Insured Retention</u>
<u>300</u>	<u>CO.</u> SMA	<u>Statewide Maximum Allowable (rate)</u>
<u>311</u>	<u>CP.</u> SOW	<u>Scope of Work</u>
<u>322</u>	<u>CQ.</u> SUD	<u>Substance Use Disorder</u>
<u>333</u>	<u>CR.</u> UMDAP	<u>Uniform Method of Determining Ability to Pay</u>
<u>344</u>	<u>CS.</u> UOS	<u>Units of Service</u>
<u>355</u>	<u>CT.</u> BG. SSA	County of Orange Social Services Agency
<u>366</u>	BH. HITECH Act	The Health Information Technology for Economic and Clinical Health
<u>377</u>		Act, Public Law 111-005

~~11~~ ~~BI.~~ USC United States Code
~~22~~ ~~BJ.~~ UOS ~~Units of Service~~
~~33~~ ~~BK.~~ ~~CU.~~ WIC ~~State of California Welfare~~ Women, Infants and ~~Institutions Code~~ Children

~~44~~

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II. ALTERATION OF TERMS

~~66~~ A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully
~~77~~ ~~expresses~~ express the complete understanding of COUNTY and CONTRACTOR with respect to the
~~88~~ subject matter of this Agreement.

~~99~~ B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
~~100~~ this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
~~111~~ or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
~~122~~ been formally approved and executed by both parties.

~~133~~

~~144~~

III. ASSIGNMENT OF DEBTS

~~155~~ Unless this Agreement is followed without interruption by another Agreement between the
~~166~~ ~~parties~~ Parties hereto for the same services and substantially the same scope, at the termination of this
~~177~~ Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on
~~188~~ behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately
~~199~~ notify by mail each of ~~these persons~~ the respective Parties, specifying the date of assignment, the County
~~200~~ of Orange as assignee, and the address to which payments are to be sent. Payments received by
~~211~~ CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

~~222~~

~~233~~

IV. COMPLIANCE

~~244~~ A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
~~255~~ the purpose of ensuring adherence to all rules and regulations related to federal and state health care
~~266~~ programs.

~~277~~ 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
~~288~~ procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
~~299~~ General Compliance and Annual Provider Trainings.

~~300~~ 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
~~311~~ ~~Compliance Program, Code~~ compliance program, code of ~~Conduct~~ conduct and any
~~322~~ ~~Compliance~~ compliance related policies and procedures. CONTRACTOR's ~~Compliance Program,~~
~~333~~ ~~Code~~ compliance program, code of ~~Conduct~~ conduct and any related policies and procedures shall be
~~344~~ verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
~~355~~ by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph ~~IV~~
~~366~~ ~~(COMPLIANCE)~~ to this Agreement. These elements include:

~~377~~

a. Designation of a Compliance Officer and/or compliance staff.

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X:\CONTRACTS - 2018 -\2018-2019\BH\TEL03-ENHANCED RECOVERY FSP FY 18-19 - JC.DOC TEL03BHKK19

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TELE CARE CORPORATION

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

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

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

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

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement ~~semi-annually~~ monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services ~~Administration's~~ Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded

11 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, ~~and~~ the Social
 22 Security ~~Administration~~ Administration's Death Master File, and/or any other list or system as identified
 33 by ~~the~~ ADMINISTRATOR.

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

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

211 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 222 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 233 Agreement.

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

300 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 311 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 322 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
 333 directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible
 344 Person.

355 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
 366 and state funded health care services by contract with COUNTY in the event that they are currently
 377 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

11 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 22 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 33 business operations related to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

55 E. ~~MEDICAL~~MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE
66 STANDARDS

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

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

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

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

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

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

255 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
266 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
277 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
288 §1810.410.subds.(c)-(d)).

299 F. Failure to comply with the obligations stated in this Compliance Paragraph ~~IV-(COMPLIANCE)~~
300 shall constitute a breach of the Agreement on the part of CONTRACTOR and groundgrounds for
311 COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure,
322 CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure
333 any defaults grounded on this Compliance Paragraph ~~IV-(COMPLIANCE)~~ prior to ADMINISTRATOR's
344 right to terminate this Agreement on the basis of such default.

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V. ~~CONFIDENTIALITY~~ CONFIDENTIALITY

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

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

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

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

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

VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit ~~an individual and/or consolidated~~ Cost Report to COUNTY no later than sixty (60) calendar days following ~~the period for which they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance

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

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

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

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

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in

14 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
22 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
33 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
44 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
55 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
66 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
77 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

88 ~~—D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
99 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
100 CONTRACTOR.~~

111 ~~—E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
122 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report
133 the services rendered with such revenues.~~

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

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

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

288
299 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
300 supporting documentation prepared by _____ for the cost report period
311 beginning _____ and ending _____ and that, to the best of my knowledge
322 and belief, costs reimbursed through this Agreement are reasonable and allowable and
333 directly or indirectly related to the services provided and that this Cost Report is a true,
344 correct, and complete statement from the books and records of (provider name) in
355 accordance with applicable instructions, except as noted. I also hereby certify that I
366 have the authority to execute the accompanying Cost Report.

377 //

14 Signed _____
 22 Name _____
 33 Title _____
 44 Date _____ "

66 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

77 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

322 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 333 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 344 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 355 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 366 Any attempted assignment or delegation in derogation of this paragraph shall be void.
 377

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

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

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

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

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

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

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

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such ~~subcontracts~~ subcontractors are approved in advance, ~~in writing~~ by 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
22 in writing by ADMINISTRATOR prior to the beginning of service delivery.

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

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

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

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

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

X. DISPUTE RESOLUTION

244 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
255 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
266 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
277 brought to the attention of the COUNTY Purchasing Agency by way of the following process:
288

299 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
300 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
311 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
322 decision.
333

344 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
355 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand
366 a written statement signed by an authorized representative indicating that the demand is made in good
377 faith.

14 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
 22 the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

177 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

277 **XII. EQUIPMENT**

288 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 299 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 310 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 321 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
 332 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 343 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other
 354 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained contain
 365 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
 376

1 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
2 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according
3 to GAAP.

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

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

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

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

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

26 G. Unless this Agreement is followed without interruption by another agreement between the
27 ~~parties~~Parties for substantially the same type and scope of services, at the termination of this Agreement
28 for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid
29 through this Agreement.

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

32
33 **XIII. FACILITIES, PAYMENTS AND SERVICES**

34 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
35 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
36 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
37

11 minimum number and type of staff which meet applicable federal and state requirements, and which are
22 necessary for the provision of the services hereunder.

33 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
44 as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation ~~for the~~
55 ~~appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation~~
66 ~~for the appropriate Period as well as the Total.~~ The reduction to the Maximum Obligation shall be in an
77 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
88 provide services, staffing, facilities or supplies.

99

100 **XIV. INDEMNIFICATION AND INSURANCE**

111 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
122 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
133 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
144 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
155 including but not limited to personal injury or property damage, arising from or related to the services,
166 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
177 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
188 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
199 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
200 a jury apportionment.

211 ~~—BB. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents,~~
222 ~~directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense~~
233 ~~costs, or liability of any kind or nature, including but not limited to personal injury or property damage,~~
244 ~~arising from or related to the services, products or other performance provided by COUNTY pursuant to~~
255 ~~this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent~~
266 ~~jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and~~
277 ~~CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall~~
288 ~~request a jury apportionment.~~

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

333 D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
344 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
355 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
366 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
377 deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors

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

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

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

17 DG. All SIRs ~~and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs or deductibles apply,~~
18 ~~indicate this on the COI with a zero (0) by the appropriate line of coverage.~~ Any SIR ~~or deductible~~ in an
19 amount in excess of fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability)~~ shall specifically
20 be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited
21 financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
22 limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

32 ~~EH.~~ If CONTRACTOR fails to maintain insurance ~~as required in this Paragraph XII~~
33 ~~(INDEMNIFICATION AND INSURANCE)~~ acceptable to the COUNTY for the full term of this
34 Agreement, ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and grounds~~
35 ~~for COUNTY to~~ the COUNTY may terminate this Agreement.

36 FI. QUALIFIED INSURER

37 //

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

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

GJ. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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
Passenger vehicles <u>(7 passengers or less)</u>	\$2,000,000 per occurrence
Passenger vehicles <u>(8 passengers or more)</u>	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability-	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

HK. REQUIRED COVERAGE FORMS

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

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

HL. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

~~MQ~~ MQ. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims Made" ~~policy(ies), policies,~~ CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

11 NR. The Commercial General Liability policy shall contain a “severability of interests” clause also
22 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

33 S. Insurance certificates should be forwarded to the agency/department address listed on the
44 solicitation.

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

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

122 PV. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
133 CONTRACTOR does not deposit copies of acceptable COIs Certificate of Insurance and endorsements
144 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, ~~such~~
155 ~~failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of~~
166 ~~this Agreement by~~ may be in breach without further notice to CONTRACTOR, and COUNTY shall be
177 entitled to all legal remedies.

188 QW. The procuring of such required policy or policies of insurance shall not be construed to limit
199 CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of
200 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

211 RX. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

- 322 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
333 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
344 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
355 submitted to ADMINISTRATOR.

366 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
377 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

11 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
22 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

33 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
44 CONTRACTOR’s monthly invoice.

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

88

99

XV. ~~INSPECTIONS AND AUDITS~~ INSPECTIONS AND AUDITS

100

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

200

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

244

C. AUDIT RESPONSE

255

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

311

2. If the audit reveals that money is payable from one partyParty to the other, that is,
322 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
333 CONTRACTOR, said funds shall be due and payable from one partyParty to the other within sixty (60)
344 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY,
355 and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition
366 to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to
377 exceed the reimbursement due COUNTY.

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

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

111

XVI. LICENSES AND LAWS

112
133 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
144 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
155 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
166 regulations and requirements of the United States, the State of California, COUNTY, and all other
177 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
188 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
199 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
200 cause for termination of this Agreement.

211 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

300 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
311 number, and residence address;

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

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

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

- 1. ARRA of 2009.
- ~~2.~~ 2. Trafficking Victims Protection Act of 2000.
- ~~3.~~ 3. WIC, Division 5, Community Mental Health Services.
- ~~34.~~ 34. WIC, Division 6, Admissions and Judicial Commitments.
- ~~45.~~ 45. WIC, Division 7, Mental Institutions.
- ~~56.~~ 56. HSC, §§1250 et seq., Health Facilities.
- ~~67.~~ 67. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- ~~78.~~ 78. CCR, Title 9, Rehabilitative and Developmental Services.
- ~~89.~~ 89. CCR, Title 17, Public Health.
- ~~9.~~ 10. CCR, Title 22, Social Security.
- ~~11.~~ 10. CFR, Title 42, Public Health.
- ~~112.~~ 12. CFR, Title 45, Public Welfare.
- ~~123.~~ 13. USC Title 42. Public Health and Welfare.
- ~~134.~~ 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- ~~145.~~ 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- ~~156.~~ 16. 42 USC §1857, et seq., Clean Air Act.
- ~~167.~~ 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- ~~178.~~ 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.
- ~~2021.~~ 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- ~~2122.~~ 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

11 Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR
22 before distribution. For the purposes of this Agreement, distribution of written materials shall include,
33 but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such
44 as the Internet.

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

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

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

188
199 **XVIII. MAXIMUM OBLIGATION**

200 A. The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this
211 Agreement, ~~and the separate Maximum Obligations for each period under this Agreement, are~~ is as
222 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph
233 B. below:

244 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
255 percent (10%) of ~~Period One~~ funding for this Agreement.

266
277 **XIX. MINIMUM WAGE LAWS**

288 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
299 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
300 or California Minimum Wage to all its ~~employees~~ Covered Individuals (as defined within the
311 "Compliance" paragraph of this Agreement) that directly or indirectly provide services pursuant to this
322 Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its ~~contractors~~
333 ~~or other persons~~ Covered Individuals providing services pursuant to this Agreement ~~on behalf of~~
344 ~~CONTRACTOR also pay their employees~~ be paid no less than the greater of the federal or California
355 Minimum Wage.

366 //
377 //

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

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

88
99 **XX. NONDISCRIMINATION**

100 **A. EMPLOYMENT**

111 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined
122 in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee
133 or applicant for employment because of his/her race, -religious creed, color, national origin, ancestry,
144 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
155 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
166 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
177 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
188 employment because of his/her race, -religious creed, color, national origin, ancestry, physical disability,
199 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
200 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

377 //

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

66 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 77 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 88 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 99 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 100 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 111 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 122 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 133 Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR; and Title II of the Genetic
 144 Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent
 155 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 166 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
 177 Nondiscrimination paragraph, ~~Discrimination~~ discrimination includes, but is not limited to the following
 188 based on one or more of the factors identified above:

- 199 1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
- 200 2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a
 211 different manner or at a different time from that provided to other ~~clients~~ Clients.
- 222 3. Restricting a ~~client~~ Client in any way in the enjoyment of any advantage or privilege enjoyed
 233 by others receiving any service and/or benefit.
- 244 4. Treating a ~~client~~ Client differently from others in satisfying any admission requirement or
 255 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 266 any service and/or benefit.
- 277 5. Assignment of times or places for the provision of services.

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

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

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

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

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

77 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
 88 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
 99 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
 100 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 111 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 122 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 133 with succeeding legislation.

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

199 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
 200 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 211 or subcontractor may be declared ineligible for further contracts involving federal, state or
 222 ~~county~~ COUNTY funds.

233 XXI. NOTICES

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

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

299 2. When faxed, transmission confirmed;

300 3. When sent by E-Mail; or

311 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
 322 or any other expedited delivery service.
 333

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

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

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

77 **XXII. NOTIFICATION OF DEATH**

88
 99 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
 100 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

199 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

55
66 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

266
277 **XXV. PAYMENT CARD COMPLIANCE**

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

366 //
377 //

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

//

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

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

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

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

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

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

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

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

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

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

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

299 ~~—J.~~ ~~CONTRACTOR shall retain all client and/or patient medical records for seven (7) years~~
300 ~~following discharge of the client and/or patient, with the exception of non-emancipated minors for whom~~
311 ~~records must be kept for at least one (1) year after such minors have reached the age of eighteen (18)~~
322 ~~years, or for seven (7) years after the last date of service, whichever is longer.~~

333 ~~—K.~~ ~~If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may~~
344 ~~provide written approval to CONTRACTOR to maintain records in a single location, identified by~~
355 ~~CONTRACTOR.~~

366 ~~—L.~~ ~~CONTRACTOR may be required to retain all records involving litigation proceedings and~~
377 ~~settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

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

XXVII. RESEARCH AND PUBLICATION

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

XXVIII. REVENUE

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

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

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

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

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

11
22 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
33 purposes:

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

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

- 266 1. Funding travel or training (excluding mileage or parking).
277 2. Making phone calls outside of the local area unless documented to be directly for the purpose
288 of ~~client~~ Client care.
299 3. Payment for grant writing, consultants, certified public accounting, or legal services.
300 4. Purchase of artwork or other items that are for decorative purposes and do not directly
311 contribute to the quality of services to be provided pursuant to this Agreement.
322 5. Purchasing or improving land, including constructing or permanently improving any building
333 or facility, except for tenant improvements.
344 6. Providing inpatient hospital services or purchasing major medical equipment.
355 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
366 (matching).

377 //

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

44 **XXXI. ~~Status of Contractor~~ STATUS OF CONTRACTOR**

55 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
66 wholly responsible for the manner in which it performs the services required of it by the terms of this
77 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
88 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
99 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
100 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
111 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,
122 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and
133 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or
144 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
155 considered in any manner to be COUNTY's employees.

177 **XXXII. TERM**

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

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

277 **XXXIII. TERMINATION**

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

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

366 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
377 five (5) calendar ~~days~~ days' written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)
2 calendar days for corrective action.

3 **C**. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of
4 any of the following events:

5 1. The loss by CONTRACTOR of legal capacity.

6 2. Cessation of services.

7 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
8 another entity without the prior written consent of COUNTY.

9 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
10 required pursuant to this Agreement.

11 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
12 Agreement.

13 6. The continued incapacity of any physician or licensed person to perform duties required
14 pursuant to this Agreement.

15 7. Unethical conduct or malpractice by any physician or licensed person providing services
16 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
17 removes such physician or licensed person from serving persons treated or assisted pursuant to this
18 Agreement.

19 **D**. CONTINGENT FUNDING

20 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

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

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

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

29 **E**. In the event this Agreement is suspended or terminated prior to the completion of the term as
30 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
31 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
32 reduced term of the Agreement.

33 **F**. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D.
34 above, CONTRACTOR shall do the following:

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

37 //

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

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

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

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

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

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

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

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

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

277 **XXXIV. THIRD PARTY BENEFICIARY**

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

322 **XXXV. WAIVER OF DEFAULT OR BREACH**

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

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

33
44 TELECARE CORPORATION

55
66
77 BY: _____ DATED: _____

88
99 TITLE: _____

100
111
122
133
144 COUNTY OF ORANGE

155
166
177 BY: _____ DATED: _____

188 HEALTH CARE AGENCY

199
200
211
222
233 APPROVED AS TO FORM
244 OFFICE OF THE COUNTY COUNSEL
255 ORANGE COUNTY, CALIFORNIA

266
277
288 BY: _____ DATED: _____

299 DEPUTY

300
311
322
333
344 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
355 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
366 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
377 by-laws whereby the Board board of Directors 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
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
~~TELECARE CORPORATION~~
TELECARE CORPORATION
 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the 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 Clients are receiving services at a level, frequency and duration that is consistent with each Client’s level of impairment and treatment goals and is consistent with individualized, solution-focused, evidence-based practices.

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

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

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

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

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

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and are 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.

//

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

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

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

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

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

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

255 11. Clinical Director means an individual who meets the minimum requirements set forth in Title
 266 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health
 277 setting.

288 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates
 299 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric
 300 crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis
 311 stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient
 322 facility, the CSU may evaluate and treat Clients for no longer than 23 hours.

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

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

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

33 b. Data Analysis Specialist means a person who is responsible for ensuring the program
44 maintains a focus on outcomes by reviewing outcomes and analyzing data, as well as working on strategies
55 for gathering new data from the Clients' perspective which will improve understanding of Clients' needs
66 and desires towards furthering their recovery. This individual will provide feedback to the program and
77 work collaboratively with the employment specialist, education specialist, benefits specialist, and other
88 staff in the program in strategizing improved outcomes in these areas. This position will be responsible
99 for attending all data and outcome related meetings and ensuring that program is being proactive in all
100 data collection requirements and changes at the local and state level.

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

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

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

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

277 16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
288 diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition
299 of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all
300 IRIS documents, as appropriate.

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

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

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

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

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

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

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

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

55 21. Housing Specialist means a specialized position dedicated to developing the full array of
 66 housing options for their program and monitoring their suitability for the population served in accordance
 77 with the minimal housing standards policy set by the COUNTY for their program. This individual is also
 88 responsible for assisting Clients with applications to low income housing, housing subsidies, senior
 99 housing, etc.

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

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

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

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

255 26. Job Coach/Developer means a specialized position dedicated to developing and increasing
 266 employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires,
 277 and goals. This position will also integrate knowledge about career development and job preparation to
 288 ensure successful job retention and satisfaction of both employer and employee.

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

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

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

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

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

77 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated
 88 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse
 99 disorders from the same practitioner or treatment team.

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

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

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

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

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

333 30. Mental Health Worker means an individual that assists in planning, developing, and
 344 evaluating mental health services for Clients; provides liaison between Clients and service providers; and
 355 has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social
 366 work, or has two years of experience providing client related services to Clients experiencing mental
 377 //

1 health, drug abuse, or alcohol disorders. Education in a behavioral science field such as psychology,
2 counseling, or social work may be substituted for up to one year of the experience requirement.

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

5 32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's
6 Degree and four years of experience in a mental health setting and who performs individual and group
7 case management studies.

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

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

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

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

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

28 38. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
29 Services and may include activities that involve educating the community about the services offered and
30 requirements for participation in the programs. Such activities should result in the CONTRACTOR
31 developing their own Client referral sources for the programs they offer.

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

36 40. Pharmacy Benefits Manager means the organization that manages the medication benefits
37 that are given to Clients that qualify for medication benefits.

11 41. PHI means Protected Health Information and refers to individually identifiable health
 22 information usually transmitted by electronic media and maintained in any medium as defined in the
 33 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 44 created or received by a covered entity and relates to the past, present, or future physical or mental health
 55 or condition of an individual, provision of health care to an individual, or the past, present, or future
 66 payment for health care provided to an individual.

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

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

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

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

211 46. Promotores means individuals who are members of the community who function as natural
 222 helpers to address some of their communities' unmet mental health, health and human service needs.
 233 They are individuals who represent the ethnic, socio-economic, and educational traits of the population
 244 they serve. Promotores are respected and recognized by their peers and have the pulse of the community's
 255 needs.

266 47. PSC means Personal Services Coordinator and refers to an individual who will be part of a
 277 multi-disciplinary team that will provide community based Mental Health Services to adults that are
 288 struggling with persistent and severe mental illness as well as homelessness, rehabilitation, and recovery
 299 principles. The PSC is responsible for clinical care and case management of assigned Client and families
 300 in a community, home, or program setting. This includes assisting Clients with mental health, housing,
 311 vocational, and educational needs. The position is also responsible for administrative and clinical
 322 documentation as well as participating in trainings and team meetings. The PSC shall be active in
 333 supporting and implementing the program's philosophy and its individualized, strength-based,
 344 culturally/linguistically competent, and client-centered approach.

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

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

33 50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
44 to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and
55 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
66 CONTRACTOR administrator, one (1) Clinician, and one (1) Physician who are not involved in the
77 clinical care of the cases.

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

111 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
122 emotionally healthy way;

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

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

177 d. Community: Relationships and social networks that provide support, friendship, love,
188 and hope.

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

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

244 54. Supportive Housing PSC means a person who provides services in a supportive housing
255 structure. This person will coordinate activities which will include, but not be limited to: independent
266 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
277 advocacy, and linking Clients with the assigned PSC for clinical issues. The Supportive Housing PSC
288 will assist with building and maintaining relationships with housing management and owner operators,
299 and consult with the multidisciplinary team of staff assigned by the program.

300 55. Supervisory Review means ongoing clinical case reviews in accordance with procedures
311 developed by ADMINISTRATOR to determine the appropriateness of Diagnosis and treatment and to
322 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory
333 review is conducted by the program/clinic director or designee.

344 56. Token means the security device which allows an individual user to access the COUNTY’s
355 computer based IRIS.

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

44 58. Vocational/Educational Specialist means a person who provides services that range from pre-
55 vocational groups, trainings, and supports to obtain employment out in the community based on the
66 Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on
77 one" vocational counseling and support to Clients to ensure that their needs and goals are being met. The
88 overall focus of the Vocational/Educational Specialist is to empower Clients and provide them with the
99 knowledge and resources to achieve the highest level of vocational functioning possible.

100 59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool for
111 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and
122 quality of life.

133 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
144 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 in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COSTS

Indirect Costs	\$ 394,620	\$ 421,069
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SUBTOTAL ADMINISTRATIVE	\$ 394,620	<u>\$ 421,069</u>
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PROGRAM COSTS

Salaries	\$1,319,808	<u>\$1,575,589</u>
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Benefits	391,181	<u>469,055</u>
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Services & Supplies	515,812	<u>501,281</u>
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Flex Funds	138,237	<u>155,706</u>
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Subcontracts	—265,755	<u>105,636</u>
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SUBTOTAL PROGRAM COSTS	\$2,630,793	<u>\$2,807,267</u>
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GROSS COSTS	\$3,025,413	<u>\$3,228,336</u>
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REVENUE

Federal Medi-Cal	\$ 660,073	<u>\$ 720,950</u>
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MHSA Medi-Cal	660,073	<u>720,950</u>
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MHSA	—1,705,267	<u>1,786,436</u>
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TOTAL REVENUE	\$3,025,413	<u>\$3,228,336</u>
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MAXIMUM OBLIGATION	\$3,025,413	<u>\$3,228,336</u>
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B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

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

D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to

ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately thirty-five percent (35%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

299 G. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between
300 programs, or between budgeted line items within a program, for the purpose of meeting specific program
311 needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing Modification
322 Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed
333 Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will
344 include a justification narrative specifying the purpose of the request, the amount of said funds to be
355 shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period
366 and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing
377 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure

11 of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed
22 Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

111 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
122 Paragraph of this Exhibit A to the Agreement.

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144 **III. PAYMENTS**

155 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
166 \$252,118,269,028 per month. All payments are interim payments only, and subject to final settlement in
177 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
188 reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs,
199 as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of
200 such payments does not exceed the Maximum Obligation for each period as stated in the Referenced
211 Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable
222 pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
233 supplemental invoices for any month for which the provisional amount specified above has not been fully
244 paid.

255 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
266 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR
277 shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in
288 Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

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IV. REPORTS

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

22 B. FISCAL

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

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

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

99 D. PROGRAMMATIC

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

- 155 a. A description of CONTRACTOR's progress in implementing the provisions of this
 166 Agreement,
- 177 b. Report of placement and movement of Clients along the continuum of services,
- 188 c. Voluntary and involuntary hospitalizations and special incidences,
- 199 d. Vocational programs, educational programs, including new job placements, Clients in
 200 continuing employment.
- 211 e. Reporting of the numbers of Clients based upon their level of function in the MORS
 222 Level system.
- 233 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to
 244 any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in
 255 population served and reasons for any such changes.
- 266 g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in
 277 achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve
 288 satisfactory progress.

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

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

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

55 F. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
66 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be
77 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
88 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
99 said psychometrics.

100 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
111 Paragraph of this Exhibit A to the Agreement.

133 **V. SERVICES**

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

188
199 2100 North Broadway, Suite 100 and 101
200 Santa Ana, CA 92706

- 222 1. The facility shall include space to support the services identified within the Agreement.
- 233 2. The facility shall be open from Monday through Friday 8:00 a.m. until at least 5:00 p.m. in
244 adherence with the ~~COUNTY established schedule~~ COUNTY’s regularly scheduled service hours;
255 however, CONTRACTOR shall modify these hours of operation to provide services in the evenings and/or
266 weekends in order to meet Clients’ needs. Additionally, CONTRACTOR agrees to provide access to its
277 Clients twenty-four (24) hours per day, seven (7) days per week.

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

300 4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
311 Secretary of HHS under HIPAA of 1996 for health care providers.

322 B. INDIVIDUALS TO BE SERVED – Serious and persistent mentally ill adults, ages eighteen (18)
333 years and older, who are legally residing in COUNTY and otherwise eligible for public services under
344 federal and state law. All individuals served must meet CCR Title IX medical necessity criteria. The
355 Enhanced Recovery FSP program shall provide services to Clients from two distinct populations.

366 1. The first population to be served are individuals who are on LPS conservatorship (public or
377 private) and currently residing in long-term care facilities and preparing for discharge, or in Residential

14 Rehabilitation Care facilities, or in the community, who, given the opportunity, could regain control of
 22 their independence and achieve enhanced recovery. These individuals often have a history of
 33 institutionalization and/or failed placements due to their mental illness and may need additional support
 44 to successfully reintegrate and remain in the community. Referrals for this population may come from
 55 the COUNTY, long-term care facilities, and the community.

66 2. The second population to be served are individuals charged with misdemeanor or felony
 77 offenses that are related to their mental illness, and may be of questionable competence to stand trial.
 88 Referrals for this population will come from the COUNTY through the Collaborative Assisted
 99 Intervention (AI) Court.

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

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

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

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

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

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

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

355 7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall
 366 promote a foundation for healing through the relationship between the Client and Personal Services

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1 Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service
2 Delivery.

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

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

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

12 11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more
13 responsibility for their overall care by becoming more involved in decision-making and successfully
14 manage their symptoms.

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

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

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

28 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
29 Clients to shift Clients' support from weighing heavily on the mental health system to weighing more
30 heavily in the community. CONTRACTOR shall focus on increasing Clients' social network and
31 increasing their opportunities to meet new people as Clients recovery progresses.

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

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

36 18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients
37 have access to needed comprehensive health care. Access to these services is particularly critical since

1 mental health Clients often have undiagnosed and untreated medical conditions that result in chronic
2 medical conditions and premature death.

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

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

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

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

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

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

25 25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
26 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving
27 desired results. These results shall be made available to COUNTY and the general public via: the MHSA
28 website, quarterly outcome focused management meetings and public forums upon request and approval
29 from COUNTY.

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

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

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

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

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

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

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

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

255 b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-
 266 vocational/vocational s activities that assist them in determining their skills, interests, values, and realistic
 277 career goals, and services that help them in developing work skills, gaining work experience, and finding
 288 employment. Activities and services may include, but not be limited to the following areas: career
 299 exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills,
 300 interviewing skills, job coaching, job placement, job retention, and symptom management in the
 311 workplace. The intent of these activities and services is to actively engage Clients in identifying and
 322 developing their own positive work identities; building self-confidence and vocational skills; and
 333 ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find
 344 employment settings that match the members' interests, abilities, aptitudes, strengths and individualized
 355 goals, and provide supportive services to ensure vocational success.

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

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

4 5. Family and Peer Support Services:

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

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

12 c. Family Support Services: CONTRACTOR shall create a culture that embraces families
 13 in the recovery process. Family therapy is found to be an integral part of the success of this population's
 14 recovery. CONTRACTOR shall have a licensed ~~family therapist~~ clinician who has ~~a minimum of two (2)~~
 15 ~~years of~~ experience working with family theory and practice. The ~~family therapist~~ clinician will
 16 continuously evaluate the needs of the family members, and provide services accordingly. These services
 17 will include but not be limited to; multi-family groups, psycho-educational groups, and family therapy.
 18 Some of the components of family treatment should include, but not be limited to: communication, family
 19 dynamics, and resource development. CONTRACTOR shall collaborate with the Client and family
 20 members to provide education about mental health and support in navigating the mental health system.

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

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

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

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

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

88 10. Housing Services: CONTRACTOR shall provide a continuum of housing support to FSP
 99 Clients. This service category includes a comprehensive needs assessment, linkage and placement in a
 100 safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR
 111 shall prioritize obtaining appropriate housing and providing supportive services for individuals
 122 immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to
 133 accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure
 144 in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing
 155 provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that
 166 individuals can achieve stability in permanent housing directly from homelessness and that stable housing
 177 is the foundation for pursuing other health and life goals; thus services are oriented to help individuals
 188 obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR
 199 shall provide supports to help Clients engage in needed services and identify and address housing issues
 200 in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships
 211 and collaborations with COUNTY's Housing Services, local housing authorities, community housing
 222 providers, property owners, property management staff, etc. to ensure that Clients have access to an array
 233 of readily available housing options, facilitate successful transition and placement, and maximize the
 244 Clients' ability to live independently in the community. ~~All Housing options provided by a FSP must~~
 255 ~~meet the minimum requirements set by the COUNTY.~~ CONTRACTOR shall train staff to utilize best
 266 practices that support clients' transition from homelessness to housing. CONTRACTOR's staff shall
 277 include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services and
 288 supports to all enrolled members. Housing options shall include, but not be limited to:

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

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

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

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

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

23 11. Integration and Linkage to Primary Care—: CONTRACTOR shall work to provide every
 24 Client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical
 25 needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the
 26 primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the
 27 Primary Care Provider when indicated.

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

31 13. Meaningful Community Roles—: CONTRACTOR shall assist each member to find some
 32 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself or
 33 herself in “normal” roles such as employee, son, mother, and neighbor. CONTRACTOR shall work with
 34 each member to join the larger community and interact with people who are unrelated to the mental illness.

35 14. Intensive Case Management Services—: CONTRACTOR shall provide intensive case
 36 management services which shall include a smaller caseload size, team management, an emphasis on
 37 outreach and engagement, and an assertive approach to maintaining contact with Clients.

38 15. Rehabilitation Services and Therapy—: CONTRACTOR shall provide rehabilitation services
 39 to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social
 40 and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or
 41 medication education. ~~As appropriate, CONTRACTOR shall provide trauma-informed therapy to support~~
 42 ~~Clients in their recovery process.~~ Rehabilitation and therapy may be provided individually, in a group, or
 43 with family members.

44 16. Peer-Run Center—: CONTRACTOR shall operate a Peer-run Center. This peer-run center
 45 will be located at the program site and will provide an opportunity for Clients to develop organizational,
 46 social, and leadership skills as they design a program that meets Clients’ needs. All activities and groups
 47 offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall

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

33 17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach
 44 in the delivery of behavioral health services.

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

99 1) Realizes the widespread impact of trauma and understands potential paths for
 100 recovery;

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

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

155 4) Seeks to actively resist re-traumatization.

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

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

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

233 3) Cultural competence

244 4) Consumer voice, choice and self-advocacy

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

266 6) Healing, hopeful, honest and trusting relationships

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

333 E. Program Specific Services – Enhanced Recovery Members

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

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

14 care facilities such as an IMD, Therapeutic Residential Center (TRC), or Mental Health Rehabilitation
 22 Center (MHRC).

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

77 4. CONTRACTOR shall have monthly meetings with ADMINISTRATOR to review members'
 88 progress and share information such as housing status, group attendance, medication compliance,
 99 hospitalization, and progress towards recovery.

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

155 6. CONTRACTOR shall provide family support services that address the specific needs of
 166 families and/or private conservators including, but not limited to, outreach and engagement, educational
 177 and support groups, and family therapy. -As needed, services shall be provided in the evenings and/or
 188 weekends to accommodate family members' and/or private conservators' schedule and needs.

199 F. Program Specific Services – Assisted Intervention (AI) Court Members

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

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

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

266 4. CONTRACTOR shall assist members in making their scheduled court dates and, in some
 277 instances, attending court hearings with the members.

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

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

355 1. CONTRACTOR shall maintain ongoing collaboration with a variety of stakeholders
 366 involved with individual Clients, including family members and significant others; employers;

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14 long-term care facilities; COUNTY departments and agencies, such as, but not limited to, Collaborative
 22 Courts, Probation Department, Public Defender's Office, Public Guardian, and LPS Mental Health.

33 2. Key elements of collaboration shall include, but are not limited to, the following:

44 a. Engagement – CONTRACTOR shall provide outreach and engagement through
 55 collaboration with Public Guardian's Office, IMDs, TRCs, MHRC, and Residential Rehabilitation
 66 providers, etc.

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

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

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

155 1) ADMINISTRATOR Role: ADMINISTRATOR shall provide support to
 166 CONTRACTOR's PSCs with available COUNTY resources and act as a liaison with the Public
 177 Guardian's Office.

188 2) CONTRACTOR Role: CONTRACTOR shall provide culturally sensitive personal
 199 service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall
 200 work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct
 211 culturally and linguistically appropriate outreach and to serve Clients in other Asian-languages and ASL
 222 is highly desirable.

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

299 1) ADMINISTRATOR Role: ADMINISTRATOR staff shall participate on the
 300 Integrated Service Team.

311 2) CONTRACTOR Role: CONTRACTOR shall coordinate and facilitate the
 322 Integrated Service Team meetings. All service-provision staff shall participate on the Integrated Service
 333 Team.

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

33 I. CONTRACTOR shall develop a collaborative partnership with ADMINISTRATOR's staff who
 44 will be assigned to work as the liaison between the Collaborative Court and the CONTRACTOR.
 55 Examples of this collaboration include responding promptly, conveying accurate information, and
 66 maintaining opportunities to consult about cases.

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

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

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

188 M. CONTRACTOR shall have a commitment to meeting the required response times for hospitals
 199 (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight
 200 [48] hours). CONTRACTOR shall collaborate with these institutions to coordinate services and provide
 211 continuity of care.

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

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

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

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

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

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

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

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

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

33 P. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
 44 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all
 55 chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
 66 shall ensure that all chart documentation is completed within the appropriate timelines.

77 Q. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedures and
 88 practices. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
 99 if available, and if applicable.

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

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

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

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

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

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

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

200 Y. CONTRACTOR shall have active participation in State and regional MHSA forums and
 211 activities.

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

255 AA. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
 266 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
 277 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
 288 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
 299 Agreement.

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

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

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

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

33 ~~3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY~~
 44 ~~administrative staff.~~

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

- 99 1. Admission Criteria and Admission Procedure
- 100 2. Assessments and Individual Service Plans
- 111 3. Crisis Intervention/Evaluation for Involuntary Holds
- 122 4. Handling Non-Compliant Clients/Unplanned Discharges
- 133 5. Medication Management and Medication Monitoring
- 144 6. Community Integration/Case Management/Discharge Planning
- 155 7. Documentation Standards
- 166 8. Quality Management/Performance Outcomes
- 177 9. Personnel/In-service Training
- 188 10. Unusual Occurrence Reporting
- 199 11. Code of Conduct/Compliance/HIPAA standards and Compliance
- 200 12. Mandated Reporting

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

- 233 1. Orientation to the program's goals and P&Ps, and FSP program philosophies
- 244 2. Training on subjects as required by state regulations
- 255 3. Recovery philosophy, client empowerment and strength-based services
- 266 4. Crisis intervention and de-escalation
- 277 5. Co-occurring mental illness and substance use disorder
- 288 6. Motivational interviewing
- 299 7. EBPs that support recovery
- 300 8. Outreach and engagement
- 311 9. Trauma-informed care
- 322 10. Professional Boundaries
- 333 11. Other clinical staff training

344 AE. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
 355 recording, and reporting portion of the agreement with the COUNTY, including but not limited to the
 366 following. If administrative responsibilities are delegated to subcontractors, the
 377 //

11 ~~Contractor~~ CONTRACTOR must ensure that any subcontractor(s) possesses the qualifications and
22 capacity to perform all delegated responsibilities.

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

55 2. Maximize the use of the allocated funds;

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

77 4. Maintain appropriate staffing levels;

88 5. Request budget and/or staffing modifications to the Agreement;

99 6. Effectively communicate and monitor the program for its success;

100 7. Track and report expenditures electronically;

111 8. Maintain electronic and telephone communication between key staff and
122 ADMINISTRATOR; and

133 9. Act quickly to identify and solve problems.

144 AF. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and
155 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
166 within the appropriate timelines.

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

199 AH. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved
200 by ADMINSTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor
211 complaints and staff contact information available to neighboring residents.

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

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

288 2. CONTRACTOR shall track the number of days Clients are hospitalized and make every
299 effort to reduce them through services provided in the Agreement.

300 3. CONTRACTOR shall track the number of days Clients are incarcerated and make every
311 effort to reduce them through services provided in the Agreement.

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

344 5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort
355 to increase them through services provided in the Agreement.

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11 ~~6. One (1) through five (5) in this section~~ 6. CONTRACTOR shall track the
22 number of days Clients are receiving emergency interventions and make every effort to reduce them
33 through services provided in the Agreement.

44 7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to
55 reduce them through services provided in the Agreement.

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

88 9. Listed above are the outcome measures by which the effectiveness of your program will be
99 evaluated. It is the responsibility of the CONTRACTOR to educate themselves with best practices and
100 those associated with attainment of higher levels of Recovery.

111 710. CONTRACTOR shall track the number of Clients at various stages on the MORS.

122 811. CONTRACTOR shall track the number of Clients who reach their employment goals
133 and are successfully discharged to a lower level of care.

144 ~~AJ~~ 12. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Adult
155 Performance Outcome Department, additional performance measures/outcomes as needed.

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

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

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

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

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

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

355 a. CONTRACTOR shall track and report Performance Outcome Measure as required by
366 State, COUNTY, and/or MHSA.

377 //

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

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

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

99 ~~AK.~~ a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office
 100 for transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance with
 111 MHSA requirements.

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

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

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

221 3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data
 222 Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P
 233 training for each staff member that utilizes enters, reviews, or analyzes the data.

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

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

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

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

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

333 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
 344 correct;

355 f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into
 366 approved data collection system. The score rating for each individual member will be entered under the
 377 clinical assessment tools; and

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

AM. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State standards.

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

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

VI. STAFFING

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

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

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

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

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

77 F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
 88 and Annual Compliance Training.

99 G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices,
 100 P&Ps, documentation standards, and any state and federal regulatory requirements.

111 H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
 122 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
 133 Standards of Care practices, P&P’s, documentation standards, and any state and federal regulatory
 144 requirements.

155 ~~I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire,
 166 and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s,
 177 and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as
 188 all the internet checks have been completed and are acceptable.~~

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

PROGRAM	FTE
Regional Director of Operations	0.20
Clinical Administrator	1.00
Clinical Director	1.00
Team Leader (Licensed)	1.00
Office Coordinator	1.00
IS Regional Business Specialist	0.10
Data Mining and Analysis Specialist	1.00
Billing Specialist	2.00 1.50
Administrative Assistant/HR Assistant/Receptionist	1.00
<u>Office Coordinator I</u>	
Medical Records Technician	1.00
<u>HR Generalist</u>	<u>0.04</u>
Regional IT Support Analyst	0.10
Driver	1.00

<u>11</u>	Personal Service Coordinator I	3.00
<u>22</u>	Personal Service Coordinator II	6.00
<u>33</u>	Housing Specialist	1.00
<u>44</u>	Education/Employment Specialist	1.00
<u>55</u>	Drug Testing Coordinator	0.50
<u>66</u>	Peer Support Specialist	1.00
<u>77</u>	Peer Recovery Coach	1.00
<u>88</u>	Licensed Vocational Nurse	1.50
<u>99</u>	Nurse Practitioner	0.20 1.00
<u>100</u>	Nurse Practitioner (Subcontractor)	0.80
<u>111</u>	Psychiatrist (Subcontractor)	0.20
<u>122</u>	<u>Clinician</u>	<u>2.00</u>
<u>133</u>	Quality Coordinator/Trainer	1.00
<u>144</u>	Registered Nurse	1.00
<u>155</u>	TOTAL CONTRACT FTEs	28.60 <u>30.14</u>

166177 **JK. WORKLOAD STANDARDS**188

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

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

224

3. CONTRACTOR shall provide a minimum of ~~fifteen~~ nineteen thousand ~~nine~~ two hundred ~~thirty-six (15,936)~~ seventy-two (19,272) direct service hours for Client related services, with a minimum of one thousand four hundred forty (1,440) hours of medication support services and ~~fourteen~~ seventeen thousand ~~four~~ eight hundred ~~ninety-six (14,496)~~ thirty-two (17,832) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR understands and agrees that these are minimum requirements and shall make every effort to exceed these minimums. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

333

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred forty-one (141) Clients throughout the term of the Agreement. The make-up of the Clients shall be as follows: one hundred and nine (109) Clients who are on LPS conservatorship and currently, or have history of placement, in long-term care facilities or residential rehabilitation care facilities; and thirty-two (32) Clients who are participating in the COUNTY's Assisted Intervention court. For Enhanced Recovery Full

11 Service Partnership, CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15-20)
 22 Clients to one (1) staff.

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

55 ~~LM~~. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery.
 66 These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation
 77 may include, but not be limited to, the following: records attesting to efforts made in recruitment and
 88 hiring practices and identification of measures taken to enhance accessibility for potential staff in these
 99 categories.

100 ~~MN~~. All clinical staff shall be qualified and designated by COUNTY to perform evaluations
 111 pursuant to Section 5150, WIC.

122 ~~N~~ O. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
 133 interns and volunteers as required by the respective governing licensing board such as the Board of
 144 Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of
 155 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of
 166 psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to
 177 receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified
 188 Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all
 199 registered/waivered employees, interns and volunteers.

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

222 ~~1.~~ ~~1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision~~
 233 ~~to each student intern providing mental health services and one (1) hour of supervision for each ten (10)~~
 244 ~~hours of treatment for student interns providing substance abuse services. Supervision will be in~~
 255 ~~accordance to that set by the BBS.~~ CONTRACTOR shall provide supervision to volunteers as specified
 266 in the respective job descriptions or work contracts.

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

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

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

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

33 QS. CONTRACTOR, including each employee that provides services under the Agreement, will
44 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
55 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
66 ADMINISTRATOR, all NPI as soon as they are available.

77 RT. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
88 for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

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

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

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

155 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
166 conditions:

- 177 a. Each staff member who no longer supports the Agreement;
- 188 b. Each staff member who no longer requires access to IRIS;
- 199 c. Each staff member who leaves employment of CONTRACTOR; ~~or~~
- 200 d. Token is malfunctioning; or
- 211 e. Termination of this Agreement.

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

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

266 SU. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
277 Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B

TO ~~THE~~ AGREEMENT FOR PROVISION OF
ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES

~~ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES~~

-BETWEEN

COUNTY OF ORANGE

AND

TELECARE CORPORATION

~~COUNTY OF ORANGE~~

AND

~~TELECARE CORPORATION~~

JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the

covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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1 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in
2 45 CFR § 160.103.—

3 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA
4 Privacy Rule in 45 CFR § 164.501.

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

8 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
9 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
10 environmental hazards, and unauthorized intrusion.

11 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable
12 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

13 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in
14 45 CFR § 160.103.

15 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy
16 Rule in 45 CFR § 164.103.—

17 12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

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

23 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of ePHI at
24 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

25 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
26 45 CFR § 160.103.

27 16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and
28 control access to it.

29 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
30 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology
31 specified by the Secretary of HHS in the guidance issued on the HHS Web site.

32 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
33 45 CFR § 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

55 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
66 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
77 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

322 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
333 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
344 and to make information related to such Disclosures available as would be required for COUNTY to
355 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
366 45 CFR § 164.528.

377 //

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

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

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

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

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

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

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

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

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

99 D. SECURITY RULE

100 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
 111 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
 122 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to
 133 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
 144 CONTRACTOR shall develop and maintain a written information privacy and security program that
 155 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
 166 CONTRACTOR's operations and the nature and scope of its activities.

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

211 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
 222 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
 233 or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI
 244 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 255 behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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

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

77 E. DATA SECURITY REQUIREMENTS

88 1. Personal Controls

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

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

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

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

344 2. Technical Security Controls

355 a. Workstation/Laptop Encryption. All workstations and laptops that store PHI
 366 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 377 behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified

11 algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless
 22 approved by the COUNTY.

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

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

100 d. Removable ~~Media Devices~~. media devices. All electronic files that contain PHI
 111 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 122 behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB
 133 thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2
 144 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed
 155 from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of
 166 CONTRACTOR’s locations.

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

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

288 g. User IDs and Password Controls. All users must be issued a unique user name for
 299 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
 300 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
 311 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
 322 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight ~~(8)~~
 333 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
 344 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
 355 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
 366 from at least three (3) of the following four (4) groups from the standard keyboard:

377 1) Upper case letters (A-Z)

- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

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

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

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

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

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

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

1+ 3. Audit Controls

2+ a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
3+ record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
4+ discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
5+ COUNTY must have at least an annual system risk assessment/security review which provides assurance
6+ that administrative, physical, and technical controls are functioning effectively and providing adequate
7+ levels of protection. Reviews should include vulnerability scanning tools.

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

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

15+ 4. Business Continuity/Disaster Recovery Control

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

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

28+ 5. Paper Document Controls

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

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

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

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

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

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

199 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

377 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

99 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

299 3. The obligations of this Business Associate Contract shall survive the termination of the
300 Agreement.

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EXHIBIT C

TO ~~THE~~ AGREEMENT FOR PROVISION OF

~~ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES~~
ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES

BETWEEN

~~COUNTY OF ORANGE~~

AND

COUNTY OF ORANGE

AND

~~TELECARE CORPORATION~~

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

14 or tribal inspector general, or an administrative body authorized to require the production of information,
22 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
33 with respect to health care providers participating in the program, and statutes or regulations that require
44 the production of information, including statutes or regulations that require such information if payment
55 is sought under a government program providing public benefits.

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

99 B. TERMS OF AGREEMENT

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

144 2. Responsibilities of CONTRACTOR

155 CONTRACTOR agrees:

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

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

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

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

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

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14 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 22 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA
 33 Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known
 44 as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
 55 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange
 66 Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging
 77 Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of
 88 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
 99 same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR
 100 with respect to such information.

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

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

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

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

299 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
 300 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 311 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
 322 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
 333 Exhibit B to the Agreement.

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