

1                                   AGREEMENT FOR PROVISION OF  
2                                   COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND  
6                                   TELECARE CORPORATION  
7                                   JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

8  
9           THIS AGREEMENT entered into this this 1st day of July ~~2012~~2014, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 TELECARE CORPORATION, a California for profit corporation (CONTRACTOR). This Agreement  
12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13  
14                                   **W I T N E S S E T H:**

15  
16           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
17 Collaborative Court Full Service Partnership Services described herein to the residents of Orange  
18 County; and

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

21           NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2017  
Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015  
Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016  
Period Three means the period from July 1, 2016 through June 30, 2017

**Maximum Obligation:**  
Period One Maximum Obligation: \$2,~~308,232~~029,128

1	Period Two Maximum Obligation:	-2,029,128
2	Period Three Maximum Obligation:	2,029,128
3	<b>TOTAL MAXIMUM OBLIGATION:</b>	<del>\$4,337,360</del> <u>6,087,384</u>

4

5 **Basis for Reimbursement:** Actual Cost

6 **Payment Method:** Provisional Amount

7

8

9 **Notices to COUNTY and CONTRACTOR:**

10 COUNTY: County of Orange

11 Health Care Agency

12 Contract Development and Management

13 405 West 5th Street, Suite 600

14 Santa Ana, CA 92701-4637

15 CONTRACTOR: Telecare Corporation

16 1080 Marina Village Parkway, Suite 100

17 Alameda, CA 94501

18

19

20

21 **CONTRACTOR's Insurance Coverages:**

Coverage	Minimum Limits
<del>Commercial General Liability</del>	<del>\$1,000,000 per occurrence</del>
	<del>\$2,000,000 aggregate</del>
<del>Automobile Liability, including coverage for owned, non-owned and hired vehicles</del>	<del>\$1,000,000 per occurrence</del>
<del>Workers' Compensation</del>	<del>Statutory</del>
<del>Employer's Liability Insurance</del>	<del>\$1,000,000 per occurrence</del>
<del>Professional Liability Insurance</del>	<del>\$1,000,000 per claims made or per occurrence</del>
<del>Sexual Misconduct</del>	<del>\$1,000,000 per occurrence</del>

Contact Name: Marshall Langfeld, Senior Vice President/CFO

Contact Email: Mlangfeld@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:

- A. ~~AA — Alcoholics Anonymous~~ ADL Activities of Daily Living
- B. ~~B. — ADL — Activities of Daily Living~~
- AES Advanced Encryption Standard
- C. AMHS Adult Mental Health Services
- D. AA Alcoholics Anonymous
- E. ARRA American Recovery and Reinvestment Act
- F. ~~E. — ASRS~~ Alcohol and Drug Programs Reporting System
- G. ~~F. — BBS~~ Board of Behavioral Sciences
- H. BCP Business Continuity Plan
- I. ~~G. — BHS~~ Behavioral Health Services
- J. ~~H. — CAT~~ Centralized Assessment Team
- K. ~~I. — CCC~~ California Civil Code
- L. ~~J. — CCR~~ California Code of Regulations
- M. CD/DVD Compact Disc/Digital Video or Versatile Disc
- N. ~~K. — CFR~~ Code of Federal Regulations
- O. CHHS California Health and Human Services Agency
- P. ~~L. — CHPP~~ COUNTY HIPAA Policies and Procedures
- Q. ~~M. — CHS~~ Correctional Health Services
- R. CIPA California Information Practices Act
- S. CMPPA Computer Matching and Privacy Protection Act
- T. ~~N. — CSW~~ Clinical Social Worker
- U. ~~O. — D/MC — Drug/Medi-Cal~~
- ~~P. — DCR~~ Data Collection and Reporting

1	V.	<del>Q.</del>	DD		Dual Disorders
2	W.	<del>R.</del>	DHCS		Department of Health Care Services
3	X.		D/MC		Drug/Medi-Cal
4	Y.		DoD		US Department of Defense
5	Z.	<del>S.</del>	DPFS		Drug Program Fiscal Systems
6	AA.		DRP		Disaster Recovery Plan
7	AB.	<del>T.</del>	DRS		Designated Record Set
8	AC.	<del>U.</del>	DSH		Direct Service Hours
9	AD.	<del>V.</del>	DSM		Diagnostic and Statistical Manual of Mental Disorders
10	AE.	<del>W.</del>	EBP		Evidence-Based Practice
11	AF.		E-Mail		Electronic Mail
12	AG.	<del>X.</del>	EHR		Electronic Health Record
13	AH.		FIPS		Federal Information Processing Standards
14	AI.	<del>Y.</del>	FSP		Full Service Partnership
15	AJ.	<del>Z.</del>	FTE		Full Time Equivalent
16	<del>AA.</del>	<del>HCA</del>	<del>Health Care Agency</del>		
17	AK.	<del>AB.</del>	HHS		Health and Human Services
18	AL.	<del>AC.</del>	HIPAA		Health Insurance Portability and Accountability Act
19	AM.	<del>AD.</del>	HSC		California Health and Safety Code
20	AN.		ID		Identification
21	AO.		IEA		Information Exchange Agreement
22	AP.	<del>AE.</del>	IMD		Institution <del>of</del> for Mental Disease
23	AQ.	<del>AF.</del>	IRIS		Integrated Records Information System
24	AR.	<del>AG.</del>	KET		Key Events Tracking
25	AS.	<del>AH.</del>	LPS		Lanterman-Petris Short
26	AT.	<del>AI.</del>	LPT		Licensed Psychiatric Technician
27	AU.	<del>AJ.</del>	MFT		Marriage and Family Therapist
28	AV.	<del>AK.</del>	MHP		Mental Health Plan
29	AW.		MHRC	<del>AL.</del>	<del>MHRP</del> Mental Health Rehabilitation Centers
30	AX.	<del>AM.</del>	MHS		Mental Health Specialist
31	AY.	<del>AN.</del>	MHSA		Mental Health Services Act
32	AZ.	<del>AO.</del>	MIHS		Medical and Institutional Health Services
33	BA.	<del>AP.</del>	MORS		Milestones of Recovery Scale
34	BB.	<del>AQ.</del>	<del>MTP</del>		<del>Master Treatment Plan</del>
35	<del>AR.</del>		NA		Narcotics Anonymous
36	BC.		NIST		National Institute of Standards and Technology
37	BD.	<del>AS.</del>	NOA-A		Notice of Action



1	BE.	<del>AT.</del>	NP		Nurse Practitioner
2	BF.	<del>AU.</del>	NPI		National Provider Identifier
3	BG.	<del>AV.</del>	NPP		Notice of Privacy Practices
4	BH.	<del>AW.</del>	OCJS		Orange County Jail System
5	BI.	<del>AX.</del>	OCPD		Orange County Probation Department
6	BJ.	<del>AY.</del>	OCR		Office for Civil Rights
7	BK.	<del>AZ.</del>	OCSD		Orange County Sheriff's Department
8	BL.	<del>BA.</del>	OIG		Office of Inspector General
9	BM.	<del>BB.</del>	OMB		Office of Management and Budget
10	BN.	<del>BC.</del>	OPM		Federal Office of Personnel Management
11	BO.	<del>BD.</del>	P&P		Policies and Procedures
12	BP.	<del>BE.</del>	PADSS		Payment Application Data Security Standard
13	BQ.	<del>BF.</del>	PAF		Partnership Assessment Form
14	BR.	<del>BG.</del>	PBM		Pharmaceutical Benefits Management
15	BS.	<del>BH.</del>	PC		State of California Penal Code
16	BT.	<del>BI.</del>	PCI DSS		Payment Card Industry Data Security Standard
17	BU.	<del>BJ.</del>	PHI		Protected Health Information
18	BV.		PI		Personal Information
19	BW.	<del>BK.</del>	PII		Personally Identifiable Information
20	BX.	<del>BL.</del>	PRA		Public Record Act
21	BY.	<del>BM.</del>	PSC		Personal Services Coordinator
22	BZ.	<del>BN.</del>	QIC		Quality Improvement Committee
23	CA.	<del>BO.</del>	RN		Registered Nurse
24	CB.	<del>BP.</del>	SSI		Social Security Income
25	CC.		The HITECH		The Health Information Technology for Economic and
26					Clinical Health Act, Public Law 111-005
27	CD.		MTP		Treatment Plan
28	CE.	<del>BQ.</del>	<del>SSA</del>		<del>Social Services Agency</del>
29	<del>BR.</del>		UMDAP		Universal Method of Determining Ability to Pay
30	CF.	<del>BS.</del>	USC		United States Code
31	<del>BT.</del>		CG.	WIC	State of California Welfare and Institutions Code
32	CH.	<del>BU.</del>	WRAP		Wellness Recovery Action Plan
33	CI.	<del>BV.</del>	XML		Extensible Markup Language

**II. ALTERATION OF TERMS**

A. This Agreement, together with ~~Exhibit~~ Exhibits A, B, and C attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR

1 with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between~~  
2 ~~the parties for these purposes. No.~~

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

7  
8 **III. ASSIGNMENT OF DEBTS**

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

16 //  
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18 **IV. COMPLIANCE**

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

22 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy  
23 of the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of  
24 Conduct and General Compliance Trainings.

25 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of  
26 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct  
27 have been verified to include all required elements by ADMINISTRATOR's Compliance  
28 ~~Program~~ Officer as described in subparagraphs below.

29 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct,  
30 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award  
31 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's  
32 Compliance Program and Code of Conduct.

33 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
34 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to  
35 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's  
36 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct  
37 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or

1 shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the  
2 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

3 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
4 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,  
5 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
6 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

7 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and  
8 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure  
9 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute  
10 grounds for termination of this Agreement as to the non-complying party.

11 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and  
12 procedures and screen all Covered Individuals employed or retained to provide services related to this  
13 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.  
14 Screening shall be conducted against the General Services Administration's Excluded Parties List  
15 System or System for Award Management, the Health and Human Services/Office of Inspector General  
16 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider  
17 List and/or any other as identified by the ADMINISTRATOR.

18 //  
19 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
20 provide health care items or services or who perform billing or coding functions on behalf of  
21 HCA-ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-  
22 diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected  
23 to work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
24 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
25 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
26 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
27 procedures.

28 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~  
29 ~~establish its own, provided CONTRACTOR's Compliance Program has been verified to include all~~  
30 ~~#~~  
31 ~~required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4.,~~  
32 ~~A.5., A.6., and A.7. below.~~

33 ~~4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy~~  
34 ~~of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty~~  
35 ~~(30) calendar days of award of this Agreement.~~

36 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~  
37 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~

1 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~  
 2 ~~Compliance Program if the CONTRACTOR's Compliance Program does not contain all required~~  
 3 ~~elements.~~

4 ~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the~~  
 5 ~~CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure~~  
 6 ~~that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's~~  
 7 ~~Compliance Program and related policies and procedures.~~

8 ~~7. Failure of CONTRACTOR to submit its Compliance Program~~ 2. An ~~and~~  
 9 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~  
 10 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~  
 11 ~~grounds for termination of this Agreement as to the non-complying party.~~

12 ~~B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or~~  
 13 ~~retained to provide services related to this Agreement to ensure that they are not designated as Ineligible~~  
 14 ~~Persons, as defined hereunder. Screening shall be conducted against the General Services~~  
 15 ~~Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG~~  
 16 ~~List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

17 ~~1. Ineligible Person shall be any individual or entity who:~~

18 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~  
 19 federal and state health care programs; or

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

23 ~~23.~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 24 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 25 Agreement.

26 ~~34.~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
 27 semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons.  
 28 CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are  
 29 eligible to participate in all federal and State of California health programs and have not been excluded

30 ~~#~~  
 31 or debarred from participation in any federal or state health care programs, and to further represent to  
 32 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

33 ~~45.~~ 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 34 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 35 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
 36 Individual providing services directly relative to this Agreement becomes debarred, excluded or  
 37 otherwise becomes an Ineligible Person.

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

67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR’s employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR’s Code of Conduct.~~

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Code of Conduct.~~

~~D 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or establish its own provided CONTRACTOR’s Code of Conduct has been approved by ADMINISTRATOR’s Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below:~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of~~

~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

**E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

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

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

**V. CONFIDENTIALITY**

[rg6] 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 of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information

1 regarding specific clients with COUNTY or other providers of related services contracting with  
2 COUNTY.

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

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

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

## 17 VI. COST REPORT

18  
19 A. CONTRACTOR shall submit separate Cost Reports for Period One ~~and~~ Period Two, and Three  
20 or for a portion thereof, no later than sixty (60) calendar days following the period for which they are  
21 prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
22 accordance with all applicable federal, state and county requirements, generally accepted accounting  
23 principles and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate  
24 direct and indirect costs to and between programs, cost centers, services, and funding sources in  
25 accordance with such requirements and consistent with prudent business practice, which costs and  
26 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at  
27 any time to ADMINISTRATOR upon reasonable notice.

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

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

37 //

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

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

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

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

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

28 D. Unless approved by ADMINISTRATOR, costs that exceed the state Maximum Allowance per  
29 Medi-Cal Unit of Services, as determined by the State DHCS, shall be unreimbursable to  
30 CONTRACTOR.

31 E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the  
32 Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the individual and  
33 consolidated Cost Report for each Period, the services rendered with such revenues.

34 F. If the individual Cost Report for each period indicates the actual and reimbursable costs of  
35 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than  
36 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the  
37 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of



1 payment, with the submission of the individual or consolidated Cost Report. If such reimbursement is  
2 not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reports,  
3 COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an  
4 amount not to exceed the reimbursement due COUNTY.

5 G. If the individual Cost Report for each period indicates the actual and reimbursable costs of  
6 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than  
7 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR  
8 the difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the  
9 period.

10 H. All Cost Reports for each period shall contain the following attestation, which may be typed  
11 directly on or attached to the Cost Report:

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

21  
22 Signed \_\_\_\_\_  
23 Name \_\_\_\_\_  
24 Title \_\_\_\_\_  
25 Date \_\_\_\_\_"

26  
27 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
34 prior written consent of COUNTY.

35 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
36 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
37 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
 2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
 3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

23 C. CONTRACTOR's obligations undertaken ~~by CONTRACTOR~~ pursuant to this Agreement may  
 24 be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing  
 25 by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
 26 under subcontract, and include any provisions that ADMINISTRATOR may require.

27 1. ~~After approval of a subcontract,~~ ADMINISTRATOR may revoke the approval of a  
 28 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract  
 29 subsequently fails to meet the requirements of this Agreement or any provisions that  
 30 ADMINISTRATOR has required.

31 2. ~~No~~ subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
 32 COUNTY pursuant to this Agreement.

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

35 ~~— B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~  
 36 ~~prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change~~  
 37 ~~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~~ 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

~~Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, 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 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

#### **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### **IX. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any

1 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
 2 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
 3 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
 4 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
 5 purchased asset in an Equipment inventory.

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

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

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

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

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

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

## 28 **X. FACILITIES, PAYMENTS EXPENDITURE AND SERVICES REVENUE REPORT**

29 **A. No later than sixty (60) calendar days following termination of each period or fiscal year of this**  
 30 **Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an**  
 31 **Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be**  
 32 **prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.**

33 **B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports**  
 34 **throughout the term of this Agreement.**

## 35 **XI. FACILITIES, PAYMENTS AND SERVICES**

1 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with  
 2 ~~Exhibit~~ Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when  
 3 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this  
 4 Agreement with at least the minimum number and type of staff which meet applicable federal and state  
 5 requirements, and which are necessary for the provision of the services hereunder.

## 7 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

35 E. All insurance policies except Workers' Compensation and Employer's Liability shall contain  
 36 the following clauses:

- 37 1. "The County of Orange is included as an additional insured with respect to the operations of

1 the named insured performed under contract with the County of Orange.”

2 2. “It is agreed that any insurance maintained by the County of Orange shall apply in excess  
3 of, and not contribute with, insurance provided by this policy.”

4 3. “This insurance shall not be cancelled, limited or non-renewed until after thirty (30)  
5 calendar days written notice has been given to Orange County HCA/ Contract Development and  
6 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637.”

7 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be  
8 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

9 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with  
10 reputable insurance companies licensed to do business in the State of California which insures the perils  
11 of bodily injury, medical, professional liability, and property damage. Upon request by  
12 CONTRACTOR, COUNTY shall provide evidence of such insurance.

13 H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
14 limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

32 I. REQUIRED COVERAGE FORMS

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

35 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,  
36 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

37 J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the

1 following endorsements, which shall accompany the COI:

2 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least  
3 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as  
4 Additional Insureds.

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

8 K. All insurance policies required by this Agreement shall waive all rights of subrogation against  
9 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
10 officers, agents and employees when acting within the scope of their appointment or employment.

11 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
12 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
13 elected and appointed officials, officers, agents and employees.

14 //

15 M. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days  
16 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This  
17 shall be evidenced by policy provisions or an endorsement separate from the COI.

18 N. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
19 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

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

34 S. SUBMISSION OF INSURANCE DOCUMENTS

35 1. The COI and endorsements shall be provided to COUNTY as follows:

36 a. Prior to the start date of this Agreement.

37 b. No later than the expiration date for each policy.

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

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

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

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

12 //

13 //

14 //

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

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

21 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
22 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid  
23 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

24  
25 **XIII. INSPECTIONS AND AUDITS**

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

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
37 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this



1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
2 evaluation or monitoring.

### 3 C. AUDIT RESPONSE

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

9 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
10 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
11 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
12 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
13 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
14 //  
15 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
16 reimbursement due COUNTY.

#

#

17  
18  
19 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file  
20 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures  
21 during the term of this Agreement.

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

## 27 **XIV. LICENSES AND LAWS**

28 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term  
29 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
30 exemptions necessary for the provision of the services hereunder and required by the laws and  
31 regulations of the United States, State of California, COUNTY, and any other applicable governmental  
32 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability  
33 to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates,  
34 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

35 B. The parties shall comply with all laws, rules or regulations applicable to the services provided  
36 hereunder, as any may now exist or be hereafter amended or changed, except those provisions or  
37 application of those provisions waived by the Secretary of the Department of Health and Human

1 Services. These laws, regulations, and requirements shall include, but not be limited to:

- 2 1. WIC, Divisions 5, 6 and 9.
- 3 2. HSC, §§1250 et seq.
- 4 3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 5 4. CCR, Title 9, Title 17, and Title 22.
- 6 5. CFR, Title 42 and Title 45.
- 7 6. USC Title 42.
- 8 7. Federal Social Security Act, Title XVIII and Title XIX.
- 9 8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 10 9. 42 USC, ~~§114 and §§1857~~ §§7414, et seq., the Clean Air Act.
- 11 10. 33 USC ~~84, §308 and~~ §§1251 et seq., the Federal Water Pollution Control Act.
- 12 11. 31 USC ~~§§7501.70, et seq.~~ Federal Single Audit Act of 1984.
- 13 12. Policies and procedures set forth in MHP Letters.
- 14 13. Policies and procedures set forth in DHCS Letters.
- 15 14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 16 15. OMB Circulars A-87, A-89, A-110, A-122.

17 #

18 #

### 19 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

20 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
21 of the award of this Agreement:

22 a. In the case of an individual contractor, his/her name, date of birth, social security  
23 number, and residence address;

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

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

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

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

37 3. It is expressly understood that this data will be transmitted to governmental agencies

1 charged with the establishment and enforcement of child support orders, or as permitted by federal  
2 and/or state statute.

3  
4 **XV. LITERATURE AND ADVERTISEMENTS, ADVERTISEMENTS, AND SOCIAL**  
5 **MEDIA**

6 | A. Any written information or literature, including educational or promotional materials,  
7 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
8 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
9 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
10 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
11 and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY,~~  
12 ~~unless ADMINISTRATOR consents thereto in writing.~~

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

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19 #

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

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

31  
32 **XVI. MAXIMUM OBLIGATION**

33 A. The Total Maximum Obligations of COUNTY for services provided in accordance with this  
34 Agreement and the separate Maximum Obligations for Period One, Period Two, and Period ~~Two~~Three  
35 are as specified in the Referenced Contract Provisions of this Agreement.

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

## XVII. NONDISCRIMINATION

### A. EMPLOYMENT

1. During the ~~performance~~ term of this Agreement, CONTRACTOR ~~and its Covered Individuals~~ shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR ~~and/or subcontractor~~ shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR ~~and/or subcontractor~~ shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities

1 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
 2 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability  
 3 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -  
 4 §1688; Title VI of the Civil Rights Act of 1964  
 5 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,  
 6 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other  
 7 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
 8 regulations, as all may now exist or be hereafter amended or changed.

9 ~~1.~~ For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph. Discrimination  
 10 includes, but is not limited to the following based on one or more of the factors identified above:

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

20 C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall  
 21 establish procedures for advising all clients through a written statement that  
 22 ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging  
 23 discrimination in the delivery of services with CONTRACTOR, ~~ADMINISTRATOR, or the~~  
 24 ~~COUNTY's Patient's Rights Office.~~ CONTRACTOR's statement shall advise clients of the  
 25 following: subcontractor, and ADMINISTRATOR.

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

30 ~~1)~~ a. COUNTY shall establish a formal resolution and grievance process in the event  
 31 informal processes do not yield a resolution.

32 ~~2)~~ b. Throughout the problem resolution and grievance process, client rights shall be  
 33 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
 34 informed of their right to access the Patients' Rights Office at any time.

35 ~~2~~ b. ~~In those cases where the client's complaint is filed initially with the Patients'~~  
 36 ~~Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

37 ~~e.~~ Within the time limits procedurally imposed, the complainant shall be notified in

1 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
2 an appeal ~~with the Patients' Rights Office.~~

3 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to  
4 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,  
5 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC  
6 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons  
7 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1  
8 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

17  
18 **XVIII. NOTICES**

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

- 21 1. When written and deposited in the United States mail, first class postage prepaid and  
22 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
23 by ADMINISTRATOR;  
24 2. When faxed, transmission confirmed;  
25 3. When sent by Email; or  
26 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
27 Service, or other expedited delivery service.

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

32 //  
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35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
37 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or

1 damage to any COUNTY property in possession of CONTRACTOR.

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

4 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~  
5 ~~paragraph of this Agreement.~~

7 **XIX. NOTIFICATION OF DEATH**

8 ~~A. NON-TERMINAL ILLNESS DEATH~~

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

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

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

19 2. ~~In addition,~~ WRITTEN NOTIFICATION

20 a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after~~  
21 ~~such death,~~ hand deliver ~~or,~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ and/or send via  
22 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware  
23 of the death due to non-terminal illness of any person served pursuant to this Agreement.

24 #

25 ~~b. 3. The telephone report and written Notification of Non-Terminal Illness Death~~  
26 ~~shall contain the name of the deceased, the date and time of death, the nature and circumstances of the~~  
27 ~~death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

28 ~~B. TERMINAL ILLNESS DEATH~~

29 ~~1.~~ CONTRACTOR shall notify ADMINISTRATOR by written report ~~faxed,~~ hand delivered,  
30 faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours  
31 of becoming aware of the death due to terminal illness of any person served ~~hereunder. The Notification~~  
32 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~  
33 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~  
34 ~~knowledge of the incident~~ pursuant to this Agreement.

35 ~~2C.~~ If there are any questions regarding the cause of death of any person served  
36 ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any  
37 unusual circumstances related to the death, CONTRACTOR shall immediately notify

ADMINISTRATOR in accordance with ~~subparagraph A. above~~ this Notification of Death Paragraph.

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

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

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

**XXI. 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, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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 ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

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



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

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

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

6           G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in  
7 accordance with the terms of this Agreement and common business practices. If documentation is  
8 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

9           1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
10 site visit.

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

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

15           H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
16 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy  
17 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by  
18 telephone and email or facsimile.

19           I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or  
20 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
21 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

29           L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
30 billings, and revenues available at one (1) location within the limits of the County of Orange.

31           M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
32 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
33 CONTRACTOR.

34           N. CONTRACTOR may be required to retain all records involving litigation proceedings and  
35 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

36           O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
37 of this Agreement within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all

1 information that is requested by the PRA request.

2  
3 **XXII. REVENUE. RESEARCH AND PUBLICATION**

4 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a  
5 result of this Agreement for the purpose of personal publication.

6  
7 **XXIII. REVENUE**

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

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

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

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

35  
36 **XXIV. RIGHT TO WORK AND MINIMUM WAGE LAWS**

37 A. In accordance with the United States Immigration Reform and Control Act of 1986,

1 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this  
 2 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the  
 3 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any  
 4 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
 5 identity of their employees and their eligibility for employment in the United States.

6 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and  
 7 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
 8 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
 9 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all  
 10 its contractors or other persons providing services pursuant to this Agreement on behalf of  
 11 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
 12 Wage.

13 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
 14 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
 15 pursuant to providing services pursuant to this Agreement.

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

## 21 XXV. SEVERABILITY

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

## 28 XXVI. SPECIAL PROVISIONS

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

31 1. Making cash payments to intended recipients of services through this Agreement.

32 2. Lobbying any governmental agency or official ~~or making political contributions.~~

33 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
 34 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal  
 35 contracting and financial transactions).

36 3. ~~Supplanting current funding for existing services.~~

37 ~~4. Fundraising.~~

54. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

65. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

76. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

87. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

98. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

~~4. Funding travel or training (excluding mileage or parking).~~

~~5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.~~

~~6. Payment for grant writing, consultants, certified public accounting, or legal services.~~

~~7. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.~~

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

**XXVII. STATUS OF CONTRACTOR**

1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
2 wholly responsible for the manner in which it performs the services required of it by the terms of this  
3 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
4 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
5 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
6 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
7 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
8 subcontractors as they relate to the services to be provided during the course and scope of their  
9 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
10 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
11 be COUNTY employees.

12  
13 **XXVIII. TERM**

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

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

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26 **XXIX. TERMINATION**

27 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days  
28 written notice given the other party.

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

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

- 35 1. The loss by CONTRACTOR of legal capacity.
- 36 2. Cessation of services.
- 37 3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

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

4 5. The loss of accreditation or any license required by the Licenses and Laws  
5 ~~paragraph~~Paragraph of this Agreement.

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

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

#### 12 D. CONTINGENT FUNDING

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

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

16 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
17 approved by the Board of Supervisors.

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

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

26 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~  
27 ~~Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

32 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required  
33 by this Agreement.

34 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
35 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
36 orderly transfer.

37 45. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

1 client's best interests.

2 ~~56~~. If records are to be transferred to COUNTY, pack and label such records in accordance with  
3 directions provided by ADMINISTRATOR.

4 ~~67~~. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
5 supplies purchased with funds provided by COUNTY.

6 ~~78~~. To the extent services are terminated, cancel outstanding commitments covering the  
7 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
8 commitments which relate to personal services. With respect to these canceled commitments,  
9 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
10 arising out of such cancellation of commitment which shall be subject to written approval of  
11 ADMINISTRATOR.

12 G. The rights and remedies of COUNTY provided in this Termination ~~paragraph~~ Paragraph shall  
13 not be exclusive, and are in addition to any other rights and remedies provided by law or under this  
14 Agreement.

15  
16 **XXX. THIRD PARTY BENEFICIARY**

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

20  
21 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 TELECARE CORPORATION

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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9 TITLE: \_\_\_\_\_

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16 COUNTY OF ORANGE

17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

19 HEALTH CARE AGENCY

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

28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY

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

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 ~~FOR PROVISION OF~~  
 4 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES  
 5 WITH  
 6 BETWEEN  
 7 COUNTY OF ORANGE  
 8 AND  
 9 TELECARE CORPORATION  
 10 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

11 I. DEFINITIONS

12 ~~— The following standard definitions are for reference purposes only~~ COMMON TERMS AND  
 13 ~~may or may not apply in their entirety throughout the Agreement.~~ DEFINITIONS

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

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

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

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

25 ~~— D. Advisory Board means a Consumer driven board which shall direct the activities, provide~~  
 26 ~~recommendations for ongoing program development, and create the Wellness Center’s rules of conduct.~~

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

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

33 G. a. EBP means Evidence-Based Practices and refers to the interventions utilized for which  
 34 there is consistent scientific evidence showing they improved Consumer outcomes and meets the  
 35 following criteria: it has been replicated in more than one geographic or practice setting with consistent  
 36 results; it is recognized in scientific journals by one or more published articles; it has been documented  
 37

1 and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

2 2 b. Promising Practices means that experts believe the practices ~~is~~ are likely to be raised to  
3 the next level when scientific studies can be conducted and is supported by some body of evidence,  
4 (evaluation

5 #  
6 studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of  
7 advocacy organizations and finally, produces specific outcomes.

8 ~~3~~ //  
9 3 c. Emerging Practices means that the practice(s) seems like a logical approach to  
10 addressing a specific behavior which is becoming distinct, recognizable among Consumers and clinicians  
11 in practice, or innovators in academia or policy makers; and at least one recognized expert, group of  
12 researchers or other credible individuals have endorsed the practice as worthy of attention based on  
13 outcomes; and finally, it produces specific outcomes.

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

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

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

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

31 10. Client or Consumer means an individual, referred by COUNTY or enrolled in  
32 CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

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

36 12. CSW means Clinical Social Worker and refers to an individual who meets the minimum  
37 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of

1 post-master's clinical experience in a mental health setting.

2 13. Data Collection System means software designed for collection, tracking and reporting  
3 outcomes data for Consumers enrolled in the FSP ~~programs~~Programs.

4 1 a. 3 M's means the Quarterly Assessment Form that is completed for each Consumer every  
5 three months in the approved data collection system.

6 2 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the  
7 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working  
8 on strategies for gathering new data from the Consumers' perspective which will improve understanding  
9 of Consumers' needs and desires towards furthering their Recovery. This individual will provide  
10 feedback to the program and work collaboratively with the employment specialist, education specialist,  
11 benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This  
12 position will be responsible for attending all data and outcome related meetings and ensuring that  
13 program is being proactive in all data collection requirements and changes at the local and state level.

14 3 c. Data Certification means the process of reviewing State and COUNTY mandated  
15 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data  
16 is accurate.

17 4 d. KET means Key Event Tracking and refers to the tracking of a Consumer's movement  
18 or changes in the approved data collection system. A KET must be completed and entered accurately  
19 each time the CONTRACTOR is reporting a change from previous Consumer status in certain  
20 categories. These categories include: residential status, employment status, education and benefits  
21 establishment.

22 5 e. PAF means Partnership Assessment Form and refers to the baseline assessment for each  
23 Consumer that must be completed and entered into data collection system within thirty (30) days of the  
24 Partnership date.

25 ~~H. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention and~~  
26 ~~case management services to those Consumers who seek services in the COUNTY operated outpatient~~  
27 ~~programs.~~

28 ~~I. Case Management Linkage Brokerage means a process of identification, assessment of need,~~  
29 ~~planning, coordination and linking, monitoring and continuous evaluation of Consumers and of available~~  
30 ~~resources and advocacy through a process of casework activities in order to achieve the best possible~~  
31 ~~resolution to individual needs in the most effective way possible. This includes supportive assistance to~~  
32 ~~the Consumer in the assessment, determination of need and securing of adequate and appropriate living~~  
33 ~~arrangements.~~

34 ~~J. CAT means a team of clinicians who provide mobile response, including mental health~~  
35 ~~evaluations/assessment, for those experiencing a mental health crisis, on a twenty four (24) hours per~~  
36 ~~day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization~~  
37 ~~as well as providing referrals and follow-up to assist linkage to mental health services.~~

~~1 K. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.~~

~~2 L. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.~~

~~3 M. Clinical Director means an individual who meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full time professional experience working in a mental health setting.~~

~~4 14 N. CSW means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.~~

~~5 O. Diagnosis means the definition of the nature of the Consumer's disorder. When formulating the diagnosis Diagnosis of Consumer, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.~~

~~6 P. 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Consumer services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Consumer open in IRIS which includes both billable and non-billable services.~~

~~7 Q. 16. Engagement means the process by which a trusting relationship between worker and Consumer(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Consumer(s) is the objective of a successful outreach Outreach.~~

~~8 R. 17. Face-to-Face means an encounter between Consumer and provider where they are both physically present.~~

~~9 S. 18. FSP~~

~~10 1. A. a. 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 Consumers being a full partner 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 Consumer, psychiatrist Psychiatrist, and PSC. Whenever possible, these multidisciplinary multi-disciplinary teams will include a mental health nurse, MFT, CSW marriage and family therapist, clinical social worker, peer specialist, and family Consumers members. The ideal Consumer to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:~~

~~11 a. 1) Crisis management;~~

~~12 b. 2) Housing Services;~~

~~13 c. 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case~~

1 management;

2 ~~d.~~ 4) Community-based Wraparound Recovery Services;

3 ~~e.~~ 5) Vocational and Educational services;

4 ~~f.~~ 6) Job Coaching/Developing;

5 ~~g.~~ 7) Consumer employment;

6 ~~h.~~ 8) Money management/Representative Payee support;

7 ~~i.~~ 9) Flexible Fund account for immediate needs;

8 ~~j.~~ 10) Transportation;

9 ~~k.~~ 11) Illness education and self-management;

10 ~~l.~~ 12) Medication Support;

11 ~~m.~~ ~~Dual Diagnosis~~ 13) ~~Co-occurring~~ Services;

12 ~~n.~~ 14) Linkage to financial benefits/entitlements;

13 ~~o.~~ 15) Family and Peer Support; and

14 ~~p.~~ 16) Supportive socialization and meaningful community roles.

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

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

28 ~~F.~~ ~~19.~~ Housing Specialist means a specialized position dedicated to developing the full array of  
29 housing options for their program and monitoring their suitability for the population served in  
30 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
31 individual is also responsible for assisting Consumers with applications to low income housing, housing  
32 subsidies, senior housing, etc.

33 ~~U.~~ ~~20.~~ Individual Services and Support Funds – Flexible Funds means funds intended for use to  
34 provide Consumers and/or their families with immediate assistance, as deemed necessary, for the  
35 treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized  
36 as housing, Consumer transportation, food, clothing, medical and miscellaneous expenditures that are  
37 individualized and appropriate to support Consumer's mental health treatment activities.

1 ~~V~~ 21. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and  
 2 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
 3 services.

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

8 ~~X~~ 23. IRIS means Integrated Records Information System and refers to a collection of applications  
 9 and databases that serve the needs of programs within the COUNTY and includes functionality such as  
 10 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance  
 11 with regulatory requirements, electronic medical records and other relevant applications.

12 ~~Y~~ 24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
 13 employment opportunities for the Consumers and matching the job to the Consumer's strengths,  
 14 abilities, desires, and goals. This position will also integrate knowledge about career development and  
 15 job preparation to ensure successful job retention and satisfaction of both employer and employee.

16 ~~Z. MFT means an individual who meets the minimum professional and licensure requirements set~~  
 17 ~~forth in Title 9, CCR, Section 625.~~

18 ~~AA~~ 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical  
 19 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,  
 20 Impairment Criteria and Intervention Related Criteria.

21 ~~AB. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and~~  
 22 ~~four years of experience in a mental health setting as a specialist in the fields of physical restoration,~~  
 23 ~~social adjustment and/or vocational adjustment.~~

24 ~~AC~~ 26. Member Advisory Board means a member-driven board which shall direct the activities,  
 25 provide recommendations for ongoing program development, and create the rules of conduct for the  
 26 program.

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

30 1 a. Assessment means a service activity, which may include a clinical analysis of the  
 31 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural  
 32 issues and history, ~~diagnosis~~ Diagnosis and the use of testing procedures.

33 2 b. Collateral means a significant support person in a beneficiary's life and is used to define  
 34 services provided to them with the intent of improving or maintaining the mental health status of the  
 35 Consumer. The beneficiary may or may not be present for this service activity.

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1            c. Co-Occurring ~~see DD~~-Integrated Treatment Model means, in evidence-based Integrated  
 2 Treatment programs, Consumers who receive a combined treatment for mental illness and substance  
 3 abuse disorders from the same practitioner or treatment team.

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6 ~~4~~            d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to  
 7 or on behalf of a Consumer for a condition which requires more timely response than a regularly  
 8 scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

9 ~~5. DD-Integrated Treatment Model means that the program uses a stage-wise treatment model~~  
 10 ~~that is non-confrontational, follows behavioral principles, considers interactions between mental illness~~  
 11 ~~and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse~~  
 12 ~~research has strongly indicated that to recover fully, a Consumer with co-occurring disorder needs~~  
 13 ~~treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis~~  
 14 ~~services integrate assistance for each condition, helping people recover from both in one setting at the~~  
 15 ~~same time.~~

16 ~~6. Medication Support Services means those services provided by a licensed physician, RN~~

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

24 7            f. Rehabilitation Service means an activity which includes assistance in improving,  
 25 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,  
 26 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources  
 27 and/or medication education.

28 8            g. Targeted Case Management means services that assist a beneficiary to access needed  
 29 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The  
 30 service activities may include, but are not limited to, communication, coordination and referral;  
 31 monitoring service delivery to ensure beneficiary access to service and the service delivery system;  
 32 monitoring of the beneficiary's progress; and plan development.

33 9            h. Therapy means a service activity which is a therapeutic intervention that focuses  
 34 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
 35 delivered to an individual or group of beneficiaries which may include family therapy in which the  
 36 beneficiary is present.

37 ~~AD. MHSAs means the law that provides funding for expanded community mental health~~

1 ~~services.~~ 28 ~~It is also known as "Proposition 63."~~

2 ~~—AE. Mental Health Worker~~ means an individual ~~who~~ that assists in planning, developing and  
3 evaluating mental health services for Consumers; provides liaison between Consumers and service  
4 providers; and has obtained a Bachelor's degree in a ~~mental health~~ behavioral science field such as  
5 psychology, counseling, or social work, or has ~~a high school diploma and two (2)~~ years of experience  
6 ~~delivering~~ providing client related services ~~in a mental health field~~ to Consumers experiencing mental  
7 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,  
8 counseling, or social work may be substituted for up to one year of the experience requirement.

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

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

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

18 ~~—AF. MORS is~~ 32. MORS means Milestones of Recovery Scale and refers to a Recovery scale  
19 that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide  
20 the means of assigning Consumers to their appropriate level of care and replace the diagnostic and acuity  
21 of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for  
22 identifying the level of service needed by participating ~~Consumers~~ members. The scale will be used to  
23 create a map of the system by determining which milestone(s) or level of Recovery (based on the  
24 MORS) are the target groups for different programs across the continuum of programs and services  
25 offered by COUNTY.

26 ~~—AG. NPI means~~ 33. NOA-A means Notice of Action and refers to a Medi-Cal  
27 requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service.  
28 The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment  
29 for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

35 ~~—AH. NOA-A means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to~~  
36 ~~any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all~~  
37 ~~individuals requesting an assessment for services and found not to meet the medical necessity criteria for~~

1 ~~specialty mental health services.~~

2 ~~— AI. NPP means~~ 35. NPP means Notice of Privacy Practices and refers to a document that  
3 notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or  
4 health care provider as set forth in HIPAA.

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

10 ~~AK 37. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~  
11 similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting  
12 paid for this function by the program. A ~~peer~~ Peer Recovery ~~specialist~~ Specialist/Counselor's practice is  
13 informed by his/her own experience.

14 38. Pharmacy Benefits Manager means the organization that manages the medication benefits  
15 that are given to Consumers that qualify for medication benefits.

16 39. PHI means individually identifiable health information usually transmitted by electronic  
17 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,  
18 transmitted or maintained in any other medium. It is created or received by a covered entity and relates  
19 //

20 to the past, present, or future physical or mental health or condition of an individual, provision of health  
21 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

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

36 44. Promotores means individuals who are members of the community who function as natural  
37 helpers to address some of their communities' unmet mental health, health and human service needs.

1 They are individuals who represent the ethnic, socio-economic and educational traits of the population  
 2 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the  
 3 community's needs.

4 ~~AL~~ 45. PSC means Personal Services Coordinator and refers to an individual who will be part of a  
 5 multi-disciplinary team that will provide community based ~~mental health services~~ Mental Health Services  
 6 to adults that are struggling with persistent and severe mental illness as well as homelessness,  
 7 rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of  
 8 assigned Consumer and families in a community, home, or program setting. This includes assisting  
 9 Consumers with mental health, housing, vocational and educational needs. The position is also  
 10 responsible for administrative and clinical documentation as well as participating in trainings and team  
 11 meetings. The PSC shall be active in supporting and implementing the program's philosophy and its  
 12 individualized, strength-based, culturally/linguistically competent and Consumer-centered approach.

13 ~~—AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits~~  
 14 ~~that are given to Consumers that qualify for medication benefits.~~

15 ~~—AN 46. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in~~  
 16 ~~Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~  
 17 ~~#~~

18 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and~~  
 19 ~~Institutions Code section 575.2. The waiver may not exceed five (5) years.~~

20 ~~—AO. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social~~  
 21 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT~~  
 22 ~~Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the~~  
 23 ~~BBS.~~

24 ~~—AP. Program Director means an individual who has complete responsibility for the day to day~~  
 25 ~~function of the program. The Program Director is the highest level of decision making at a local,~~  
 26 ~~program level.~~

27 ~~—AQ. Promotora de Salud Model means a model where trained individuals, Promotores, work~~  
 28 ~~towards improving the health of their communities by linking their neighbors to health care and social~~  
 29 ~~services, educating their peers about mental illness, disease and injury prevention.~~

30 ~~—AR. Promotores means individuals who are Consumers of the community who function as natural~~  
 31 ~~helpers to address some of their communities' unmet mental health, health and human service needs.~~  
 32 ~~They are individuals who represent the ethnic, socio-economic and educational traits of the population~~  
 33 ~~he/she serves. Promotores are respected and recognized by their peers and have the pulse of the~~  
 34 ~~community's needs.~~

35 ~~—AS. PHI means individually identifiable health information usually transmitted by electronic media,~~  
 36 ~~maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~  
 37 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~

1 to the past, present, or future physical or mental health or condition of an individual, provision of health  
 2 care to an individual, or the past, present, or future payment for health care provided to an individual.

3 ~~AV~~ AT. Psychiatrist means an individual who meets the minimum professional and licensure  
 4 requirements set forth in Title 9, CCR, Section 623.

5 ~~AU~~ 47. Psychologist means an individual who meets the minimum professional and licensure  
 6 requirements set forth in Title 9, CCR, Section 624.

7 ~~AV~~ 48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly  
 8 to review one percent (1%) of all “high-risk” Medi-Cal Consumers to monitor and evaluate the quality  
 9 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
 10 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the  
 11 clinical care of the cases.

12 ~~AW~~ 49. Recovery ~~is~~ <sup>“</sup>means a process of change through which individuals improve their health  
 13 and wellness, live a self-directed life, and strive to reach their full potential,<sup>”</sup> and identifies four major  
 14 dimensions to support Recovery in life:

15 ~~“1~~ a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and  
 16 emotionally healthy way;

17 ~~2~~ b. Home: A stable and safe place to live;

18 #  
 19 ~~3~~ c. Purpose: Meaningful daily activities, such as a job, school, volunteerism,  
 20 family caretaking, or creative endeavors, and the independence, income, and resources to participate in  
 21 society; and

22 ~~4~~ d. Community: Relationships and social networks that provide support, friendship, love,  
 23 and hope.<sup>”</sup>

24 ~~AX~~ 50. Referral means providing the effective linkage of a Consumer to another service, when  
 25 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
 26 made contact with the referred service.

27 ~~AY~~ 51. Supportive Housing PSC means a person who provides services in a supportive housing  
 28 structure. This person will coordinate activities which will include, but not be limited to: independent  
 29 living skills, social activities, supporting communal living, assisting residents with conflict resolution,  
 30 advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC  
 31 will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be  
 32 active in supporting and implementing a full service partnership philosophy and its individualized,  
 33 strengths-based, culturally appropriate, and Consumer-centered approach.

34 ~~AZ~~ 52. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
 35 developed by ADMINISTRATOR, to determine the appropriateness of ~~diagnosis~~ Diagnosis and treatment  
 36 and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.  
 37 Supervisory review is conducted by the program/clinic director or designee.

1 ~~BA~~ 53. Token means the security device which allows an individual user to access the COUNTY’s  
2 computer based IRIS.

3 ~~BB~~ 54. UMDAP ~~is~~ means the Uniform Method of Determining Ability to Pay and refers to the  
4 method used for determining the annual Consumer liability for ~~mental health services~~ Mental Health  
5 Services received from the COUNTY mental health system and is set by the State of California.

6 ~~BC~~ 55. Vocational/Educational Specialist means a person who provides services that range from  
7 pre-vocational groups, trainings and supports to obtain employment out in the community based on the  
8 Consumers’ level of need and desired support. The Vocational/Educational Specialist will provide “one  
9 on one” vocational counseling and support to Consumers to ensure that their needs and goals are being  
10 //  
11 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide them  
12 with the knowledge and resources to achieve the highest level of vocational functioning possible.

13 ~~BD~~ ~~WRAP is~~ 56. WRAP means Wellness Recovery Action Plan and refers to a Consumer  
14 self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of  
15 wellness, stability, and quality of life.

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

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**II. ~~BUDGET~~BUDGET**

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>PERIOD</u>
			<u>THREE</u>
<b>ADMINISTRATIVE COST</b>			
Indirect Costs	\$ <del>264,669</del>	\$ <del>264,669</del>	\$ <del>529,338</del>
			<u>264,669</u>
<b>SUBTOTAL ADMINISTRATIVE COST</b>	\$ <del>264,669</del>	\$ <del>264,669</del>	\$ <del>529,338</del>
			<u>264,669</u>
<b>PROGRAM COST</b>			
Salaries	\$ <del>738,751</del>	\$ <del>738,751</del>	\$ <del>1,477,502</del>
	<u>828,111</u>	<u>828,111</u>	<u>828,111</u>
Benefits	<del>269,078</del> <u>259,9</u>	<del>269,078</del> <u>259,9</u>	<del>538,156</del> <u>259,9</u>
	<u>49</u>	<u>49</u>	<u>49</u>
Services and Supplies	<del>284,745</del> <u>295,5</u>	<del>284,745</del> <u>295,5</u>	<del>569,490</del> <u>295,5</u>

1			28	28	28
2	Flexible Funds	298,641	232,675	298,641	232,675
3					
4	<del>Subcontractor</del> Subcontracts				
5		173,244	148,196	173,244	148,196
6					
7	SUBTOTAL PROGRAM COST	\$1,764,459		\$1,764,459	\$3,528,918
8					764,459
9					
10	START-UP COST	\$ 279,104		\$ 0	\$ 279,104
11					
12	TOTAL GROSS COST	\$2,308,232	9,128	\$2,029,128	\$4,337,360
13					29,128
14					
15	REVENUE				
16	Federal Medi-Cal	\$ 259,656		\$ 259,656	\$ 519,312
17					259,656
18	MHSA Medi-Cal Match	259,656		259,656	519,312
19					259,656
20	MHSA	1,788,920		1,509,816	3,298,736
21			509,816		1,509,816
22					9,128
23	TOTAL REVENUE	\$2,308,232	9,128	\$2,029,128	\$4,337,360
24					29,128
25					
26	TOTAL MAXIMUM OBLIGATION BUDGET	\$2,308,232	9,128	\$2,029,128	\$4,337,360
27					29,128

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.~~ 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.



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

9 ~~D~~E. The parties agree that the above budget reflects an average Medi-Cal Consumer caseload of  
 10 approximately twenty-six percent (26%) to be maintained by CONTRACTOR. CONTRACTOR agrees  
 11 to accept COUNTY referrals that may result in an increase in this average.

#### 12 F. FLEXIBLE FUNDS

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

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

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

24 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the  
 25 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible  
 26 Funds P&P training for each staff member that utilizes these Flexible Funds for a Consumer.

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

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

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

36 c. Identification of the process for documenting and accounting for all Flexible Funds  
 37 expenditures, which shall include, but not be limited to, retention of comprehensible source

1 documentation such as receipts, copy of Consumer's lease/rental agreements, general ledgers needs  
2 documented in Consumer's MTP;

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

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

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

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

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

23 i. Statement indicating that Flexible Funds are not to be used for housing for Consumers  
24 that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing,  
25 by ADMINISTRATOR;

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

29 k. Identification of procedure to ensure secured storage and documented disbursement of  
30 gift cards and vouchers for Consumers, including end of year process accounting for gift cards still in  
31 staff possession.

32 EG. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds  
33 between programs, or between budgeted line items within a program, for the purpose of meeting specific  
34 program needs or for providing continuity of care to its Consumers, by utilizing a Budget/Staffing  
35 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly  
36 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,  
37 which will include a justification narrative specifying the purpose of the request, the amount of said

1 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current  
 2 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any  
 3 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by  
 4 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for  
 5 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

6 ~~FH.~~ **FINANCIAL RECORDS** - CONTRACTOR shall prepare and maintain accurate and complete  
 7 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 8 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
 9 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
 10 be made in accordance with **GAAP** generally accepted principles of accounting, and Medicare  
 11 regulations. The Consumer eligibility determination and fee charged to and collected from Consumers,  
 12 together with a record of all ~~invoices~~ billings rendered and revenues received from any source, on behalf  
 13 of Consumers treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial  
 14 records.

15 **GI.** CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
 16 Paragraph of this Exhibit A to the Agreement.

### 17 18 **III. ~~PAYMENTS~~ PAYMENTS**

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
 20 ~~\$192,353~~ 169,094 per month for Period One ~~and \$169,094 for~~ Period Two, ~~and Period Three~~. All  
 21 payments are interim payments only, and subject to final settlement in accordance with the Cost Report  
 22 Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of  
 23 providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph  
 24 II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed  
 25 the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the  
 26 Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state,  
 27 and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any  
 28 month for which the provisional amount specified above has not been fully paid.—

29 1. In support of the monthly ~~invoices~~ invoice, CONTRACTOR shall submit an Expenditure  
 30 and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.  
 31 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
 32 CONTRACTOR as specified in Subparagraphs ~~III.A.2.~~ and ~~III.A.3.~~, below.

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

1 //

2 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the

3 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR

4 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to

5 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the

6 year-to-date actual cost incurred by CONTRACTOR.

7 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide

8 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of ~~the~~ each

9 month. Invoices received after the due date may not be paid within the same month. - Payments to

10 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after

11 receipt of the correctly completed invoice.

12 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source

13 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

14 canceled checks, receipts, receiving records and records of services provided.

15 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply

16 with any provision of the Agreement.

17 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration

18 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or

19 specifically agreed upon in a subsequent Agreement.

20 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

21 Payments Paragraph of this Exhibit A to the Agreement.

22 #

#### 23 **IV. SERVICES**

24 A. FACILITY - FACILITY CONTRACTOR shall maintain a facility which meets the minimum requirements

25 for Medi-Cal and Medicare eligibility for the provision of ~~Collaborative Court~~ Older Adults Full Service

26 Partnership Services for exclusive use by COUNTY at the following location, or any other location

27 approved, in advance, in writing, by ADMINISTRATOR: CONTRACTOR shall obtain a NPI the

28 standard unique health identifier adopted by the Secretary of HHS under HIPPA of 1996 for health care

29 providers.

30

31 1910 N. Bush Street

32 Santa Ana, CA 92706

33

34 1. The facility shall include space to support the services identified within the Agreement.

35 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday,

36 in accordance with COUNTY's regularly scheduled service hours and holidays. - In addition, the FSP

37 will be required to operate extended hours at least ~~one (1) evening~~ two (2) evenings or ~~day~~ days per week

1 and provide ~~limited~~ weekend activities. to accommodate consumer needs. Any change or deviation  
2 from this schedule must have prior approval from COUNTY.

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

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

7 B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen  
8 (18) years and older and must be legally residing in ~~Orange County~~ COUNTY and otherwise eligible for  
9 public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to  
10 potential Consumers with one or more of the following conditions:

- 11 1. Homelessness or at risk of homelessness;
- 12 2. ~~Are facing legal charges that carry jail and~~ At risk of institutionalization or ~~prison~~  
13 ~~time~~ hospitalization;
- 14 3. Co-occurring substance abuse disorders; or
- 15 4. Unserved or underserved or not successfully engaged in traditional mental health services.

16 C. PROGRAM PHILOSOPHIES – CONTRACTOR's program shall be guided by the following  
17 values, philosophies, and approaches to Recovery in the services provided:

18 1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Consumers'  
19 worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome.  
20 Consideration to how Consumers' identify in terms of race, ethnicity, sexual orientation, and spirituality  
21 shall be considered when developing and providing services.

22 2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply  
23 FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full  
24 Service Partnership, including the idea of what it means to "be fully served" and providing an integrated  
25 service experience within the FSP. Individuals who have been diagnosed with a serious mental illness  
26 shall receive mental health services through an individual service plan where both the Consumer and  
27 their PSC agree that they are getting the services they want and need, in order to achieve their wellness  
28 and Recovery goals.

29 #  
30 3. Tailoring Service Coordination to Consumer Stage of Recovery – CONTRACTOR shall  
31 identify and define levels of service and supports that create a continuum of services based on the  
32 Consumers' stages of Recovery to ensure that Consumers are "fully served."

33 4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by  
34 bringing individuals successfully into the FSP as well as to retain Consumers in the FSP while they need  
35 services.

36 5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to  
37 Consumers that reflects the belief in Recovery. The healing and Recovery process will not truly begin

1 until a Consumer feels welcomed and accepted into the services and supports provided by the FSP team.

2 6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing  
3 interventions based on Consumers’ Stage of Readiness of Change toward changing behaviors and have  
4 //  
5 concrete interventions and supports to support the Consumer’s move towards Recovery in that specific  
6 area of their life.

7 7. Consumer or Person Centered Treatment Planning and Service Delivery – CONTRACTOR  
8 shall promote a foundation for healing through the relationship between the Consumer and Personal  
9 Services Coordinator or FSP team through the use of Consumer or Person Centered Treatment Planning  
10 and Service Delivery.

11 8. Fostering Independence, Self-Determination and Transitioning to Community Supports –  
12 CONTRACTOR shall assist Consumers in becoming more engaged in their Recovery to reduce reliance  
13 on the mental health system, as mental health interventions become less necessary.

14 9. Community Capacity Building – CONTRACTOR shall assist Consumers in managing and  
15 living productive lives in their community; to reduce unnecessary Consumer reliance on the mental  
16 health system; and to increase capacity within the system to serve new Consumers.

17 10. Use of Strength-Based Approach – CONTRACTOR shall help Consumers identify and use  
18 their individual strengths in treatment as an effective way to help Consumers achieve their goals and  
19 believe that Recovery is possible.

20 11. Consumer Self-Management – CONTRACTOR shall assist Consumers in learning to  
21 assume more responsibility for their overall care by becoming more involved in decision-making and  
22 successfully manage their symptoms.

23 12. Integrated Services for Consumers with Co-Occurring Substance Use and Mental Health  
24 Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one  
25 treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder  
26 Treatment model is an approach that helps people recover by offering treatments that combine or  
27 integrate mental health and substance abuse interventions at the level of the clinical encounter.  
28 Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental  
29 illness and substance disorders so that they can pursue their own meaningful life goals.

30 #  
31 13. Role of Medication and Therapy – || CONTRACTOR shall understand the potential role and  
32 value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR  
33 shall identify strategies for FSP teams to work collaboratively with Consumers to find the best approach  
34 to support his/her success. ||

35 14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add  
36 an element of social support to the Consumer and include the family in services.

37 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with

1 Consumers to shift Consumers' support from weighing heavily on the mental health system to weighing  
 2 more heavily in the community. CONTRACTOR shall focus on increasing Consumers' social network  
 3 and increasing their opportunities to meet new people as Consumers Recovery progresses.

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

6 17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize  
 7 Consumer contact with law enforcement and the judicial system.

8 18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP  
 9 Consumers have access to needed comprehensive health care. Access to these services is particularly  
 10 critical since mental health Consumers often have undiagnosed and untreated medical conditions that  
 11 result in chronic medical conditions and premature death.

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

15 20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP  
 16 team as a whole in treatment and service planning.

17 21. Use of Peer Staff – CONTRACTOR shall identify meaningful roles for peer employees as  
 18 part of a FSP team. Employing Consumers is transformational and not only helps Consumers give back  
 19 to the system that helped them recover, but also, if done with care, will reduce the stigma associated  
 20 with mental illness.

21 22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish  
 22 safe, affordable, and permanent housing for each Consumer.

23 23. Graduation is the expected outcome for all Consumers and is not only crucial to the  
 24 Consumers as validation of their accomplishments and belief in their potential, but is also crucial for  
 25 capacity and flow through our system. CONTRACTOR shall work with Consumers to provide enough  
 26 support for Consumers to develop the confidence to move to lower levels of care or full community  
 27 integration.

28 24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that  
 29 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and  
 30 achieving desired results. These results will be made available to COUNTY and the general public via:  
 31 the MHSA website, quarterly outcome focused management meetings and public forums upon request  
 32 and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall  
 33 have the needed expertise to collect and analyze data and outcomes in line with established fidelity  
 34 measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

35 D. PROGRAM SERVICES – CONTRACTOR's program shall include, but not be limited to, the  
 36 following services under the provision of FSP services:

37 1. Crisis Intervention and Management Services: Emergency response services enabling the

1 Consumer to cope with the crisis while maintaining his/her functioning status within the community and  
2 aim at preventing further decompensation. This may include assessment for involuntary hospitalization.  
3 This service must be available twenty-four (24) hours per day, seven (7) days per week.

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

6 a. Medication education shall be provided including discussing risks, benefits and  
7 alternatives with the Consumers or significant support persons.

8 b. Plan development related to decreasing impairments, delivery of services, evaluation of  
9 the status of the Consumer's community functions, prescribing, dispensing and administering  
10 psychotropic medications shall be discussed with the Consumer and documented.

11 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is  
12 non-confrontational, follows behavioral principles, considers interactions between mental illness and  
13 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse  
14 research has strongly indicated that to recover fully, a Consumer with co-occurring disorder needs  
15 treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis  
16 services integrate assistance for each condition, helping people recover from both in one setting at the  
17 same time.

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

24 a. Educational Services: Consumers may engage in a number of activities, such as  
25 General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may  
26 be used as teachers' aides to ease the anxiety of a new Consumer returning to continue educational goals.

27 b. Pre-Vocational Groups: Consumers may engage in pre-vocational groups that assist  
28 Consumers in determining their skills, interests, values, and realistic career goals. Individual treatment  
29 plans are developed and implemented with assistance in the following areas: career exploration,  
30 identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing  
31 skills, job placement, job retention, and symptom management in the workplace. These and other  
32 vocationally related topics shall be offered on a rotating basis to the Consumers. The intent of these  
33 structured learning experiences is to actively involve Consumers in identifying and developing their own  
34 positive work identities. From pre-vocational training, Consumers are assisted and encouraged in  
35 beginning work in the community. The focus of the program is to find employment settings that match  
36 the Consumers' interests, abilities, aptitudes, strengths and individualized goals.

37 c. Job Coaching/Developing: A Job Coach/Developer is to assist Consumers in the



1 exploration of various career options as well as actively strategizing collaborative relationships in the  
 2 private and public sector to create job opportunities for Consumers. This position will work closely with  
 3 management staff and the Data Analyst to explore and implement evidence-based best practices in this  
 4 area.

5 //

6 5. Family and Peer Support Services:

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

11 b. Supportive Socialization and Meaningful Community roles. Provide Consumer  
 12 directed services that will assist Consumers in their Recovery, self-sufficiency and in seeking  
 13 meaningful life activities and relationships.

14 6. Transportation Services: These services may include, but not be limited to: provision of  
 15 bus tickets; transportation to appointments deemed necessary for the Consumer care; or transportation  
 16 for emergency psychiatric evaluation or treatment.

17 7. Money Management/Representative Payee Support Services: CONTRACTOR shall  
 18 designate a bonded Representative Payee to provide money management services to those Consumers  
 19 who cannot manage their finances.

20 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)  
 21 days per week for intensive case management and crisis intervention for enrolled Consumers.

22 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual  
 23 to access financial benefits and/or entitlements, or other needed community services for eligible  
 24 individuals.

25 10. Housing Services: This service category includes linkage and placement services, which  
 26 involve the assessment, determination of need and securing of adequate and appropriate living  
 27 arrangements through a variety of supportive housing services in a safe secure environment that is  
 28 appropriate for the Consumer population. Strategies may vary and options such as transitional or respite  
 29 housing may be indicated in the initial stages, whereas permanent supportive housing or independent  
 30 housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not  
 31 required during the initial assessment phase of a Consumer (pre-enrollment) and utilization of this type  
 32 of housing during the assessment phase should be on a case by case basis. If it is determined that  
 33 temporary housing is needed, CONTRACTOR should use their best judgment to meet the Consumer's  
 34 needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences.  
 35 All Housing options provided by a FSP must meet minimal requirements set by the COUNTY's MHSA  
 36 Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs.  
 37 CONTRACTOR's staff shall include a Housing Specialist to provide housing services to all enrolled

1 Consumers. Housing services may include:

2 a. Emergency Housing – Immediate shelter for critical access for individuals who are  
3 homeless or have no other immediate housing options available. Emergency housing is a time-limited  
4 event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency  
5 housing  
6 housing is not required during the initial assessment phase of a Consumer (pre-enrollment) unless  
7 approved in advance by ADMINISTRATOR.

8 b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or  
9 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and  
10 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.  
11 Motel housing is not required during the initial assessment phase of a Consumer (pre-enrollment) unless  
12 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with  
13 CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A.

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

18 d. Permanent Housing – Allows residents to have their own unit or bedroom. Residential  
19 Treatment Program and sober living as a housing option must be available for consideration when  
20 appropriate to provide the member with the highest probability of success towards Recovery.

21 11. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be  
22 located at the program site and will provide an opportunity for Consumers to develop organizational,  
23 social and leadership skills as they design a program that meets Consumer needs. All activities and  
24 groups offered are designed and run by Consumers enrolled in CONTRACTOR's FSP.  
25 CONTRACTOR shall offer a variety of groups based on Consumer interest and need and may include,  
26 but not be limited to: Men's and Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life  
27 and Skills Building, Speaker Meetings, etc.

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

33 13. Intensive Case Management Service – CONTRACTOR shall provide intensive case  
34 management which shall include a smaller caseload size, team management, an emphasis on outreach,  
35 and an assertive approach to maintaining contact with Consumers.

36 E. PROGRAM REQUIREMENTS

37 1. Referrals ~~to the FSP~~ will come primarily from ~~the Orange County Public Defender's Office~~

1 ~~in conjunction with the Community Court. CONTRACTOR shall collaborate~~ CONTRACTOR's and  
 2 ~~coordinate with the Officers of the Courts and the Probation Department~~ COUNTY's outreach efforts.

3 2. CONTRACTOR shall coordinate with COUNTY, other providers, and community  
 4 resources.

5 3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved  
 6 with individual Consumers including family Consumers and significant others, employers, and  
 7 //  
 8 COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole  
 9 and Social Services.

10 4. CONTRACTOR shall have a commitment to meeting the required response times for  
 11 hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics  
 12 (forty-eight [48] hours).

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

15 6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all  
 16 MHSA FSP philosophies are successfully implemented and achieving desired results. Services shall  
 17 focus on EBPs whenever possible.

18 CONTRACTOR shall have an identified individual who shall:

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

22 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

23 3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and  
 24 Program Compliance unit within six months from the start of the Agreement;

25 4. Oversee all aspects of the clinical services of the Recovery program;

26 5. Coordinate with in-house clinicians, medical director and/or nurse regarding Consumer  
 27 treatment issues, professional consultations, or medication evaluations;

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

30 7. Participate in program development and interact with other staff regarding difficult cases  
 31 and psychiatric emergencies.

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

36 9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and  
 37 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,

1 if available, and if applicable.

2 10. CONTRACTOR shall review Consumer charts ensuring compliance with  
3 ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

4 11. CONTRACTOR shall ensure compliance with workload standards and productivity.

5 12. CONTRACTOR shall review and approve all admissions, discharges from the program and  
6 extended stays in the program.

7 13. CONTRACTOR shall submit corrective action plans upon request.

8 14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

9 15. CONTRACTOR shall provide a written copy of all assessments completed on Consumers  
10 referred for admission.

11 F. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.

12 G. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded  
13 Consumers.

14 H. CONTRACTOR shall have active participation in State and regional MHSA forums and  
15 activities.

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

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

24 K. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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

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

31 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY  
32 administrative staff.

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

37 1. Admission Criteria and Admission Procedure

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

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

- 14    1. Orientation to the program's goals, P&Ps
- 15    2. Training on subjects as required by state regulations
- 16    3. Recovery philosophy, Consumer empowerment and strength-based services
- 17    4. Crisis intervention and de-escalation
- 18    5. Co-occurring mental illness and substance abuse and dependence
- 19    6. Motivational interviewing
- 20    7. EBPs that support recovery

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

- 26    1. Designate the responsible position(s) in your organization for managing the funds allocated  
 27 to this program;
- 28    2. Maximize the use of the allocated funds;
- 29    3. Ensure timely and accurate reporting of monthly expenditures;
- 30    4. Maintain appropriate staffing levels;
- 31    5. Request budget and/or staffing modifications to the Agreement;
- 32    6. Effectively communicate and monitor the program for its success;
- 33    7. Track and report expenditures electronically;
- 34    8. Maintain electronic and telephone communication between key staff and  
 35 ADMINISTRATOR; and
- 36    9. Act quickly to identify and solve problems.

37    O. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All

1 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if  
2 available, and if applicable.

3 P. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and  
4 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed  
5 within the appropriate timelines.

6 //

7 //

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

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

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

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

22 U. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance  
23 Outcome Objectives and track and report Performance Outcome Objective statistics in monthly  
24 programmatic reports, as outlined below.

25 1. CONTRACTOR shall track and monitor the number of Consumers receiving services  
26 (mental health services, intensive case management, housing, and vocational) through number of  
27 Consumers admitted and engaged into services.

28 2. CONTRACTOR shall track the number of days Consumers are hospitalized and make every  
29 effort to reduce them through services provided in the Agreement.

30 3. CONTRACTOR shall track the number of days Consumers are incarcerated and make  
31 every effort to reduce them through services provided in the Agreement.

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

34 5. CONTRACTOR shall track the number of Consumers gainfully employed and make every  
35 effort to increase them through services provided in the Agreement.

36 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness  
37 of your program will be evaluated. It is the responsibility of the provider to educate themselves with best

1 practices and those associated with attainment of higher levels of Recovery.

2 7. CONTRACTOR shall track the number of Consumers at various stages on the MORS.

3 8. CONTRACTOR shall track the number of Consumers who reach their employment goals  
 4 and are successfully discharged to a lower level of care.

5 V. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data.  
 6 Outcome data entered into an approved data collection system that is submitted to the COUNTY  
 7 detailed the PAF, 3M's, KET data and complete Consumer database must be certified with the  
 8 submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol  
 9 site and include four (4) files. The first shall be a copy of current database; the following three shall be  
 10 XML formatted files for submission to the State DCR.

11 1. DATA - Should CONTRACTOR's current database copy cannot be submitted via  
 12 Microsoft Access file format, the data must be made available in an HCA approved database file type.  
 13 CONTRACTOR must also provide a separate file comprised of required data elements that are provided  
 14 by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow  
 15 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,  
 16 run, print, and export consumer records/reports).

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

20 W. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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

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

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

37 c. Review the approved data collection system reports to identify trends, gaps and quality

of care;

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

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

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Consumers using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

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

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**V. STAFFING**

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

PROGRAM	FTEs
Regional Director	0.250
Clinical Administrator	1.000
Clinical Director	1.000
Business Office Manager	1.000



1	<del>Regional IS Business Manager</del>	<del>0.143</del>
2	<del>Billing Specialist</del>	<del>1.500</del>
3	<del>Administrative/Human Resources Assistant</del>	<del>1.000</del>
4	<del>Data and Mining Analysis Specialist</del>	<del>0.500</del>
5	<del>Driver</del>	<del>0.500</del>
6	<del>Licensed Clinician</del>	<del>1.000</del>
7	<del>PSC II</del>	<del>2.000</del>
8	<del>PSC I</del>	<del>4.000</del>
9	<del>Housing Specialist</del>	<del>1.000</del>
10	<del>Education and Employment Specialist</del>	<del>1.000</del>
11	<del>Licensed Vocational Nurse</del>	<del>1.000</del>
12	<del>Psychiatrist (Subcontractor)</del>	<del>0.400</del>
13	<del>Nurse Practitioner (Subcontractor)</del>	<del>0.400</del>
14	<del>TOTAL CONTRACT FTEs</del>	<del>17.693</del>

~~A. B. All staff are responsible for their assigned job duties with Clinical Supervisor and Program Director having ultimate responsibility.~~

~~C. 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. 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.~~

~~D. 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.~~

~~E. 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.~~

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

~~G. E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the~~

1 P&P training for each staff member and place in their personnel files.

2 F. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training  
 3 and Annual Compliance Training.

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

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

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

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

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

<u>DIRECT PROGRAM</u>	<u>FTEs</u>
<u>Regional Director</u>	<u>0.20</u>
<u>Regional Administrator</u>	<u>1.00</u>
<u>Clinical Director</u>	<u>1.00</u>
<u>Clinician (Licensed)</u>	<u>1.00</u>
<u>Business Office Manager</u>	<u>1.00</u>
<u>Data Analyst Specialist</u>	<u>0.50</u>
<u>Regional IS Business Manager</u>	<u>0.10</u>
<u>Billing Specialist</u>	<u>2.00</u>
<u>Administrative Assistant/HR Assistant</u>	<u>1.00</u>
<u>Medical Records/Tech</u>	<u>1.00</u>
<u>QC/Trainer</u>	<u>1.00</u>
<u>PSC II</u>	<u>1.22</u>
<u>PSC I</u>	<u>4.00</u>
<u>Education/Vocation Specialist</u>	<u>1.00</u>
<u>Housing Specialist</u>	<u>1.00</u>
<u>LVN/LPT</u>	<u>1.00</u>
<u>Psychiatrist (Subcontractor)</u>	<u>0.65</u>
<u>TOTAL DIRECT PROGRAM FTEs</u>	<u>18.67</u>

1  
2 L. WORKLOAD STANDARDS

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

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

9 3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of ~~ten~~twelve  
10 thousand ~~eight~~seven-hundred and ~~sixty (10,860) direct service hours~~eighty (12,780) DSH, with a  
11 minimum of ~~two thousand one~~seven-hundred and ~~sixty (2,160)~~eighty (780) hours of medication support  
12 services and ~~eight~~twelve thousand ~~seven hundred (8,700)~~(12,000) hours of other mental health, case  
13 management and/or crisis intervention services as outlined below.

14 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred (100)  
15 Consumers throughout the term of the Agreement.

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

18 IN. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery.  
19 These individuals shall not be currently receiving services directly from CONTRACTOR.  
20 Documentation may include, but not be limited to, the following: records attesting to efforts made in  
21 recruitment and hiring practices and identification of measures taken to enhance accessibility for  
22 potential staff in these categories.

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

25 KP. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of  
26 ADMINISTRATOR.

27 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
28 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of  
29 treatment for student interns providing substance abuse services. Supervision will be in accordance to  
30 ~~#~~  
31 that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the  
32 respective job descriptions or work contracts.

33 2. An intern is an individual enrolled in an accredited graduate program accumulating  
34 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
35 Acceptable graduate programs include all programs that assist the student in meeting the educational  
36 requirements in becoming a MFT, a LCSW, or a ~~Liensed~~licensed Clinical Psychologist.

37 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of

1 total services provided.

2 ~~LQ.~~ CONTRACTOR shall maintain personnel files for each staff member, including ~~the Regional~~  
3 ~~Director~~ management and other administrative positions, which will include, but not be limited to, an  
4 application for employment, qualifications for the position, documentation of bicultural/bilingual  
5 capabilities (if applicable), pay rate and evaluations justifying pay increases.

6 ~~M.~~ R. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
7 P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member  
8 and place in their personnel files.

9 S. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training  
10 and Annual Compliance Training.

11 T. COUNTY shall provide, or cause to be provided, training and ongoing consultation to  
12 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR  
13 Standards of Care practices, P&P's, documentation standards and any state regulatory requirements.

14 U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
15 Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

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

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

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

22 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
23 conditions:

- 24 a. Each staff member who no longer supports the Agreement;
- 25 b. Each staff member who no longer requires access to IRIS;
- 26 c. Each staff member who leaves employment of CONTRACTOR; or
- 27 d. Token is malfunctioning;
- 28 e. Termination of this Agreement.

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

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

33 V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
34 Staffing Paragraph of this Exhibit A to the Agreement.

35  
36 **VI. ~~Reports~~ REPORTS**

37 A. CONTRACTOR shall maintain records and make statistical reports as required by

1 ADMINISTRATOR and the DHCS on forms provided by either agency.

2 B. FISCAL

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

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

17 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
18 These reports ~~shall~~will be on a form acceptable to, or provided by, ADMINISTRATOR and ~~shall~~will, at  
19 a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this  
20 Exhibit A to the Agreement, ~~staff hours worked by position, DSH provided by position, case load by~~  
21 ~~position,~~ and ~~shall~~will include the employees' names, licensure status, ~~bilingual and bicultural~~  
22 ~~capabilities, budgeted~~ monthly salary, ~~actual salary, and~~ hire and/or termination date, and any other  
23 pertinent information as may be required by ADMINISTRATOR. The reports will be received by  
24 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being  
25 reported.

26 D. PROGRAMMATIC

27 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
28 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
29 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
30 being reported unless otherwise specified. Mental Health Programmatic reports will include the  
31 following:

32 ~~\_\_\_\_\_ a~~ a. A description of CONTRACTOR's progress in implementing the provisions  
33 of this Agreement.

34 b. Report of placement and movement of Consumers along the continuum of services  
35 using guidelines for monthly report; of the number of 5150 participants.

36 ~~\_\_\_\_\_ b. Number of 5150 participants;~~

37 c. Voluntary and involuntary hospitalizations;

- ~~d. Special and special incidences;~~
  - ~~d. Vocational programs, e. Individuals and days in vocational and educational programs; including new job placements, Consumers in continuing employment.~~
  - ~~e. Reporting of the numbers of Consumers based upon their level of function in the MORs Level system.~~
  - ~~f. Direct service hours by staff;~~
  - ~~g. Chart compliance;~~
  - ~~h. Number of referrals and reasons why Consumers have been discharged from the program;~~
  - ~~i. Staff by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes; , status~~
  - ~~j. Status of licenses Licenses and/or certifications; Certifications, changes~~
  - ~~k. Changes in population served and reasons for any such changes;~~
  - ~~l. Any additional pertinent facts or interim findings related to the program or the Consumers;~~
  - ~~m. Updates on the progression towards data driven goals as well as the implementation of EBPs; and~~
  - ~~n. Description of CONTRACTOR's progress in implementing the provisions of the Agreement; and~~
  - ~~2g. CONTRACTOR shall state statement whether the program is or is not progressing satisfactorily in achieving all the terms of the this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.~~
2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Consumers, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.
- ~~E. PERFORMANCE OUTCOME OBJECTIVES — On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives as outlined in Subparagraph VII.F.1. through VII.F.8. of this Exhibit A to the Agreement.~~
- #
- ~~F. DATA CERTIFICATION — CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is or will be compatible with the ADMINISTRATOR's EHR and submitted to the COUNTY detailing the PAF, 3M's, KET data and complete Consumer database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include two files. The first shall be an Access database; the second shall be a XML formatted file for submission to the State DCR.~~

~~1. [REDACTED] 3. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available from their approved data collection system and how to utilize them to ensure accuracy of the data.~~

~~2. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process be part of CONTRACTOR's supervisory weekly staff meeting.~~

~~3. In the event there are inaccuracies in the data, they must be corrected immediately. CONTRACTOR shall inform the Adult and Older Adult Performance Outcome Department as well as the ADMINISTRATOR of the inaccuracies they have any special incidents, conditions, or issues that adversely affect the quality or accessibility of Consumer-related services provided by, or under contract with, the COUNTY as identified and corrected, and if the data was already sent to the COUNTY. If corrections were made after the original submission date a revised Certification of Accuracy of Data form is required in the HCA P&Ps.~~

~~4. CONTRACTOR shall ensure that Data Certification is completed by the tenth (10th) day of each month for the data covering the previous month. A completed Certification of Accuracy of Data form must be faxed then mailed to the COUNTY's Adult and Older Adult FSP Coordination Office.~~

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

~~H. F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.~~

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
TELECARE CORPORATION  
JULY 1, 2014 THROUGH JUNE 30, 2017

**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 and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended.

//

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed  
2 pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
5 manage the selection, development, implementation, and maintenance of security measures to protect  
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of  
7 that information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR  
34 § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in  
36 45 CFR § 160.103.

37 //

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

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in  
12 45 CFR § 160.103.

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
16 his or her designee.

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

22 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
23 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

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

26 16. "Technical safeguards" means the technology and the policy and procedures for its use that  
27 protect electronic PHI and control access to it.

28 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
29 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
30 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
31 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.

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

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

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
34 and to make information related to such Disclosures available as would be required for COUNTY to  
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
36 45 CFR § 164.528.

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
14 CONTRACTOR shall develop and maintain a written information privacy and security program that  
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
16 CONTRACTOR's operations and the nature and scope of its activities.

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
18 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
20 current and updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
22 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
25 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

37 //

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

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

#### 7 E. DATA SECURITY REQUIREMENTS

##### 8 1. Personal Controls

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

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

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

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

##### 34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
2 COUNTY.

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

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

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

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

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

29 g. User IDs and Password Controls. All users must be issued a unique user name for  
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
33 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
34 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
35 computer. Passwords must be changed every ninety (90) calendar or business days, preferably every  
36 sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.

37 //



1 Passwords must be composed of characters from at least three (3) of the following four (4) groups from  
2 the standard keyboard:

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

31 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
33 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
34 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
35 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
36 website access, file transfer, and E-Mail.

37 //

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

### 5 3. Audit Controls

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

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

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

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

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

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

### 32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
36 that information is not being observed by an employee authorized to access the information.

37 //

1 Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be  
2 checked in baggage on commercial airplanes.

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

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

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

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

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

#### 24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

16 5) Contact procedures for Individuals to ask questions or learn additional information,  
17 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
20 COUNTY.

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

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

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

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

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

#### 5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

26 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
 27 consistent with the minimum necessary policies and procedures of COUNTY.

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

#### 30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
 37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

1 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

35 3. The obligations of this Business Associate Contract shall survive the termination of the  
36 Agreement.

37 //

EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
TELECARE CORPORATION  
JULY 1, 2014 THROUGH JUNE 30, 2017

**I. PERSONAL INFORMATION 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 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 SSA and DHCS.

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 A. CONTRACTOR agrees:

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

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

25 c. Security. CONTRACTOR shall ensure that the continuous security of all staff  
26 completes the COUNTY's Annual Provider Training and Annual Compliance Training.

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

30 ~~C. computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper~~  
31 ~~documents containing DHCS PI and PII. These steps shall include, at a minimum:~~

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

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



1 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
 2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
 3 CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as  
 4 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be  
 5 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information  
 6 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies  
 7 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that ~~all staff are~~  
 8 ~~trained and have a clear understanding~~ any of CONTRACTOR's agents or subcontractors, to whom  
 9 CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards  
 10 for confidential data that apply to CONTRACTOR with respect to such information.

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

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

18 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
 19 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
 20 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
 21 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
 22 DHCS with a list of all P&Ps. ~~CONTRACTOR shall provide signature confirmation of the P&P training~~  
 23 ~~for each staff member and place in their personnel files.~~

24 ~~— D. CONTRACTOR shall provide initial~~ employees, contractors and agents who have access to  
 25 DHCS PII, including employees, contractors and ~~on-going training~~ agents of its subcontractors and ~~staff~~  
 26 ~~development that includes~~ agents.

27 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
 28 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
 29 CIPA including, but ~~is not limited to the following:~~ accounting of disclosures of DHCS PI, correction of  
 30 errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and  
 31 notice of such Breach to the affected individual(s).

32 ~~1. FLEXIBLE FUNDS~~

33 ~~— a. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible~~  
 34 ~~Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the~~  
 35 ~~Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,~~  
 36 ~~no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been~~  
 37 ~~approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds~~

~~expenditures may be disallowed by ADMINISTRATOR.~~

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

~~c. 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.~~

~~d. CONTRACTOR shall ensure that all staff is trained and has 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 Consumer.~~

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

~~1) 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 Consumer's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINSTRATOR;~~

~~2) 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;~~

~~3) 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 Consumer's lease/rental agreements, general ledgers needs documented in Consumer's MTP;~~

~~4) Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Consumer's situation. PSCs will assist Consumers in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;~~

~~5) Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs~~

~~and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;~~

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

~~7) Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time and~~

~~that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;~~

~~8) Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;~~

~~9) Statement indicating that Flexible Funds are not to be used for housing for Consumers that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;~~

~~10) Statement indicating that Flexible Funds shall not be given in the form of cash to any Consumers either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and~~

~~11) Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Consumers, including end-of-year process accounting for gift cards still in staff possession.~~

## ~~2. DATA CERTIFICATION~~

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

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

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

~~d. CONTRACTOR shall have an identified individual who shall:~~

~~1) Review the approved data collection database for accuracy and to ensure that each field is completed;~~

~~#~~

~~2) Develop processes to ensure that all required data forms are completed and updated when appropriate;~~

~~3) Review the approved data collection system reports to identify trends, gaps and quality of care;~~

~~4) Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;~~

1 | and

2 | ~~5) Submit quarterly data to ADMINISTRATOR with verification that outcome data is~~  
3 | ~~correct.~~

4 | ~~6) CONTRACTOR will be responsible for ensuring monthly evaluation of Consumers~~  
5 | ~~using MORS and entering the MORS data into approved data collection system. The rating for each~~  
6 | ~~individual member will be entered under the clinical assessment tools. It is expected that the rating for~~  
7 | ~~each member will be part of the review done by Program Directors prior to signing the Data~~  
8 | ~~Certification Form each month.~~

9 | ~~E. CONTRACTOR shall have an identified individual who shall:~~

10 | ~~1. Complete one hundred percent (100%) chart review of Consumer charts regarding clinical~~  
11 | ~~documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart~~  
12 | ~~compliance;~~

13 | ~~2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;~~

14 | ~~3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and~~  
15 | ~~Program Compliance unit within six months from the start of the Agreement;~~

16 | ~~4. Oversee all aspects of the clinical services of the Recovery program;~~

17 | ~~5. Coordinate with in-house clinicians, medical director and/or nurse regarding Consumer~~  
18 | ~~treatment issues, professional consultations, or medication evaluations;~~

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

21 | ~~7. Participate in program development and interact with other staff regarding difficult cases~~  
22 | ~~and psychiatric emergencies.~~

23 | ~~8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in~~  
24 | ~~accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all~~  
25 | ~~chart documentation complies with all federal, state and local guidelines and standards.~~  
26 | ~~CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

27 | ~~9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and~~  
28 | ~~practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,~~  
29 | ~~if available, and if applicable.~~

30 | ~~10. ADMINISTRATOR shall review Consumer charts to assist CONTRACTOR in ensuring~~  
31 | ~~compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.~~

32 | ~~11. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program~~  
33 | ~~to ensure compliance with workload standards and productivity.~~

34 | ~~12. ADMINISTRATOR shall review and approve all admissions, discharges from the program~~  
35 | ~~and extended stays in the program.~~

36 | ~~13. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

37 | ~~14. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR~~

~~P&Ps:~~

~~15. ADMINISTRATOR shall provide a written copy of all assessments completed on Consumers referred for admission.~~

~~F. CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.~~

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

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

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

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

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

~~6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.~~

~~7. CONTRACTOR shall track the number of Consumers at various stages on the MORS.~~

~~8. CONTRACTOR shall track the number of Consumers who reach their employment goals and are successfully discharged to a lower level of care.~~

~~G. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

~~H. CONTRACTOR shall attend meetings as requested by ADMINISITRATOR including but not limited to:~~

~~1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care.~~

~~2. Monthly management meetings with CONTRACTOR and ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily~~

~~# in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress:~~

~~3. Weekly meetings with ADMINISTRATOR to review program related issues;~~

~~4. Quarterly All FSP meetings;~~

~~5. Quarterly QIC meetings; and~~

~~6. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY staff.~~

~~I. TOKENS ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.~~

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

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

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

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

~~a. Token of each staff member who no longer supports the Agreement;~~

~~b. Token of each staff member who no longer requires access to IRIS;~~

~~c. Token of each staff member who leaves employment of CONTRACTOR; or~~

~~d. Token is malfunctioning.~~

~~5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff Consumers who require access to IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

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

~~J. CONTRACTOR shall obtain a NPI.~~

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

~~2. CONTRACTOR, including each employee or subcontractor that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available. For purposes of this subparagraph, any reference to employee means an employee of CONTRACTOR or an employee of subcontractor.~~

~~K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon~~

~~#~~

~~request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.~~

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

~~institution, or religious belief.~~

~~— M. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Consumers.~~

~~— N. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Consumers without obtaining prior written authorization from ADMINISTRATOR.~~

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

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

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

~~2. Maximize the use of the allocated funds;~~

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

~~4. Maintain appropriate staffing levels;~~

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

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

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and~~

~~9. Act quickly to identify and solve problems.~~

~~— Q. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.~~

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~~— R. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.~~

~~— S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Responsibilities Paragraph of this Exhibit A to the Agreement.~~

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

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



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