

1 CONTRACT FOR PROVISION OF
2 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 TELECARE CORPORATION
7 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2026
8

9 THIS CONTRACT entered into this 1st day of July 2021 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and
11 TELECARE CORPORATION, a California for-profit corporation (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency
14 or an authorized designee ("ADMINISTRATOR").
15

16 WITNESSETH:

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Enhanced
19 Recovery Full Service Partnership Services described herein to the residents of Orange County; and

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

22 WHEREAS, the Parties executed Contract No. MA-042-21011286 for Enhanced Recovery Full
23 Service Partnership Services, effective July 1, 2021, through June 30, 2024, in an amount not to exceed
24 \$10,685,901 renewable for two additional one-year terms ("Contract"); and

25 WHEREAS, the Parties executed Amendment No. 1, effective May 2, 2022, to adjust the
26 budget line items and staffing pattern in Exhibit A of the Contract; and

27 WHEREAS, the Parties executed Amendment No. 2, effective April 26, 2023, to increase the
28 Not to Exceed Amount for Period Two by \$89,539 from \$3,561,967 to \$3,651,506 and Period Three by
29 \$157,890 from \$3,561,967 to \$3,719,857, through use of a portion of the 10% contingency approved by
30 the Board of Supervisors, for a revised cumulative contract total amount not to exceed \$10,933,330, to
31 update Referenced Contract Provisions of the Contract, and to update the budget and staffing pattern in
32 Exhibit A of the Contract; and

33 WHEREAS, the Parties executed Amendment No. 3 to update various provisions in Exhibit A
34 of the Contract; and

35 WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph
36 VII. and Exhibit A of the Contract and to renew the Contract for two years for County to continue
37 receiving and Contractor to continue providing the services set forth in the Contract.

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

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REFERENCED CONTRACT PROVISIONS

~~Term: July 1, 2021 through June 30, 2024~~

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

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

~~Period Three means the period from July 1, 2023 through June 30, 2024~~

~~**Not to Exceed Amount:**~~

~~Period One Not to Exceed Amount: \$3,561,967~~

~~Period Two Not to Exceed Amount \$3,561,967~~

~~Period Three Not to Exceed Amount: \$3,561,967~~

~~TOTAL NOT TO EXCEED AMOUNT: \$10,685,901~~

Term: July 1, 2021 through June 30, 2026

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

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

Period Three means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

Not to Exceed Amount:

Period One Not to Exceed Amount: \$3,561,967

Period Two Not to Exceed Amount \$3,651,506

Period Three Not to Exceed Amount: \$3,719,857

Period Four Not to Exceed Amount: \$3,632,378

Period Five Not to Exceed Amount: \$3,709,867

TOTAL NOT TO EXCEED AMOUNT: \$18,275,575

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange

1 Health Care Agency
2 Contract Services
3 405 West 5th Street, Suite 600
4 Santa Ana, CA 92701-4637
5

6 CONTRACTOR: Telecare Corporation
7 1080 Marina Village Parkway, Suite 100
8 Alameda, CA 94501
9 Dawan Utecht, Senior Vice President & Chief Development Officer

10 DUtecht@telecarecorp.com

11 ~~Faith Richie, Senior Vice President & Chief Development Officer~~

12 ~~friehie@telecarecorp.com~~

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I. ACRONYMS

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

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

1	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders
2	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
3	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
4	AK. E-Mail	Electronic Mail
5	AL. EEOC	Equal Employment Opportunity Commission
6	AM. EHR	Electronic Health Records
7	AN. EOC	Equal Opportunity Clause
8	AO. ePHI	Electronic Protected Health Information
9	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
10	AQ. FFS	Fee For Service
11	AR. FIPS	Federal Information Processing Standards
12	AS. FSP	Full Service Partnership
13	AT. FTE	Full Time Equivalent
14	AU. GAAP	Generally Accepted Accounting Principles
15	AV. HCA	County of Orange Health Care Agency
16	AW. HHS	Federal Health and Human Services Agency
17	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
18		Law 104-191
19	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
20		Act, Public Law 111-005
21	AZ. HIV	Human Immunodeficiency Virus
22	BA. HSC	California Health and Safety Code
23	BB. ID	Identification
24	BC. IEA	Information Exchange Agreement
25	BD. IRIS	Integrated Records and Information System
26	BE. ISO	Insurance Services Office
27	BF. ITC	Indigent Trauma Care
28	BG. LCSW	Licensed Clinical Social Worker
29	BH. MAT	Medication Assisted Treatment
30	BI. MFT	Marriage and Family Therapist
31	BJ. MH	Mental Health
32	BK. MHP	Mental Health Plan
33	BL. MHS	Mental Health Specialist
34	BM. MHSA	Mental Health Services Act
35	BN. MSN	Medical Safety Net
36	BO. NIH	National Institutes of Health
37	BP. NIST	National Institute of Standards and Technology

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

II. ALTERATION OF TERMS

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

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

1 | formally approved and executed by both Parties.

3 | **III. ASSIGNMENT OF DEBTS**

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

12 | **IV. COMPLIANCE**

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

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

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

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

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

1 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

33 2. An Ineligible Person shall be any individual or entity who:

34 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
35 and state health care programs; or

36 b. has been convicted of a criminal offense related to the provision of health care items or
37 services and has not been reinstated in the federal and state health care programs after a period of

1 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

35 //

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

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

2 4. ADMINISTRATOR shall track training completion while CONTRACTOR shall provide
3 copies of training certification upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 **V. CONFIDENTIALITY**

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

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

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

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

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

1 consultants, subcontractors, volunteers and interns.

3 VI. CONFLICT OF INTEREST

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

13 VII. COST REPORT

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

28 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to
29 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or
30 termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost
31 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the
32 Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs
33 to and between programs, cost centers, services, and funding sources in accordance with such
34 requirements and consistent with prudent business practice, which costs and allocations shall be
35 supported by source documentation maintained by CONTRACTOR, and available at any time to
36 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Contracts for
37 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a

1 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
 2 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
 3 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a
 4 consolidated Cost Report.

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

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

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

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

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

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

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 32 less applicable revenues and any late penalty, not to exceed COUNTY's Total Not to Exceed Amount as
 33 set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim
 34 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
 35 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
 36 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
 37 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)

1 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect
2 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
3 COUNTY.

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

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

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

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

27
28 Signed _____
29 Name _____
30 Title _____
31 Date _____"

32
33 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

34 A. CONTRACTOR certifies that it and its principals:

- 35 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
36 voluntarily excluded by any federal department or agency.
37 2. Have not within a three-year period preceding this Contract been convicted of or had a civil

1 judgment rendered against them for commission of fraud or a criminal offense in connection with
 2 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
 3 under a public transaction; violation of federal or state antitrust statutes or commission of
 4 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
 5 receiving stolen property.

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

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

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

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

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

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

22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 23 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 24 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 25 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 26 Any attempted assignment or delegation in derogation of this paragraph shall be void.
 27

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

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

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

9 3. If CONTRACTOR is a governmental organization, any change to another structure,
10 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
11 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an

12 //
13 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
14 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 or any
22 governing body of CONTRACTOR at one time.

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

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

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

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

37 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,

1 amounts claimed for subcontracts not approved in accordance with this paragraph.

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

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

14 **X. DISPUTE RESOLUTION**

15
16 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
17 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
18 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
19 the attention of COUNTY Purchasing Agent by way of the following process:

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

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

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

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

37 D. This Contract has been negotiated and executed in the State of California and shall be governed

1 by and construed under the laws of the State of California. In the event of any legal action to enforce or
2 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
3 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
4 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
5 agree to waive any and all rights to request that an action be transferred for adjudication to another
6 county.

7 8 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

18 19 **XII. EQUIPMENT**

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

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

37 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to

1 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
 2 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
 3 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

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

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

28 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 29 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Not to Exceed Amount
 30 for the appropriate Period as well as the Total Not to Exceed Amount. The reduction to the Not to
 31 Exceed Amount for the appropriate Period as well as the Total Not to Exceed Amount shall be in an
 32 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
 33 provide services, staffing, facilities or supplies.
 34

35 **XIV. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 37

1 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
2 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
3 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
4 including but not limited to personal injury or property damage, arising from or related to the services,
5 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
6 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
7 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
8 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
9 request a jury apportionment.

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

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

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

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

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

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

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

3 F. QUALIFIED INSURER

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

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

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

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

33 H. REQUIRED COVERAGE FORMS

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

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

1 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

25 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
26 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
27 Certificate of Insurance.

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

33 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
34 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain
35 coverage for two (2) years following the completion of the Contract.

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

1 P. Insurance certificates should be forwarded to the agency/department address specified in the
2 Referenced Contract Provisions of this Contract.

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

7 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
8 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
9 decrease in insurance shall be as deemed by County of Orange Risk Manager as appropriate to
10 adequately protect COUNTY.

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

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

19 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
6

7 **XV. INSPECTIONS AND AUDITS**

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

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

22 C. AUDIT RESPONSE

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

28 2. If the audit reveals that money is payable from one Party to the other, that is,
29 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
30 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
31 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
32 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
33 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
34 amount not to exceed the reimbursement due COUNTY.

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

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

6 **XVI. LICENSES AND LAWS**

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

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

- 18 1. ARRA of 2009.
- 19 2. Trafficking Victims Protection Act of 2000.
- 20 3. WIC, Division 5, Community Mental Health Services.
- 21 4. WIC, Division 6, Admissions and Judicial Commitments.
- 22 5. WIC, Division 7, Mental Institutions.
- 23 6. HSC, §§1250 et seq., Health Facilities.
- 24 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 25 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 26 9. CCR, Title 17, Public Health.
- 27 10. CCR, Title 22, Social Security.
- 28 11. CFR, Title 42, Public Health.
- 29 12. CFR, Title 45, Public Welfare.
- 30 13. USC Title 42. Public Health and Welfare.
- 31 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 32 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 33 16. 42 USC §1857, et seq., Clean Air Act.
- 34 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 35 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 36 19. Policies and procedures set forth in Mental Health Services Act.
- 37 20. Policies and procedures set forth in DHCS Letters.

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

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

4 23. 42 CFR, Section 438, Managed Care Regulations.

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

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

11 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

31 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
32 by COUNTY, unless ADMINISTRATOR consents thereto in writing.
33

34 **XVIII. NOT TO EXCEED AMOUNT**

35 A. The Total Not to Exceed Amount of COUNTY for services provided in accordance with this
36 Contract, and the separate Not to Exceed Amounts for each period under this Contract, are as specified
37

1 in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

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

4 5 **XIX. MINIMUM WAGE LAWS**

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

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

16 C. 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 now exists or may hereafter be amended.

20 21 **XX. NONDISCRIMINATION**

22 **A. EMPLOYMENT**

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

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

37 3. CONTRACTOR shall not discriminate between employees with spouses and employees

1 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
2 the provision of benefits.

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

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

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

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

- 30 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 31 2. Providing any service or benefit to a Client which is different or is provided in a different
32 manner or at a different time from that provided to other Clients.
- 33 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
34 others receiving any service and/or benefit.
- 35 4. Treating a Client differently from others in satisfying any admission requirement or
36 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
37 any service and/or benefit.

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

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

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

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

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

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

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

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

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

34 **XXI. NOTICES**

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

37 1. When written and deposited in the United States mail, first class postage prepaid and

1 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
2 ADMINISTRATOR;

3 2. When faxed, transmission confirmed;

4 3. When sent by Email; or

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

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

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

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

17 **XXII. NOTIFICATION OF DEATH**

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

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

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

26 2. WRITTEN NOTIFICATION

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

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

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

35 C. If there are any questions regarding the cause of death of any person served pursuant to this
36 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
37

1 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
2 Notification of Death Paragraph.

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

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

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

12 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

33 **XXV. PAYMENT CARD COMPLIANCE**

34 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
35 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
36
37

1 covenants and warrants that it is currently PA DSS and PCI DSS compliant and shall remain compliant
2 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
3 the event CONTRACTOR should ever become non-compliant and to take all necessary steps to return
4 to compliance and shall be compliant within ten (10) business days of the commencement of any such
5 interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
6 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

7 8 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

37 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years

1 following discharge of the participant, client and/or patient.

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

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

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

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

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

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

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

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

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

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

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

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

35
36 **XXVII. RESEARCH AND PUBLICATION**

37 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out

1 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
2 publication.

4 **XXVIII. REVENUE**

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

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

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

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

25 **XXIX. SEVERABILITY**

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

32 **XXX. SPECIAL PROVISIONS**

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

- 35 1. Making cash payments to intended recipients of services through this Contract.
- 36 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
37 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on

1 use of appropriated funds to influence certain federal contracting and financial transactions).

2 3. Fundraising.

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

6 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
7 body for expenses or services.

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

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

14 8. Severance pay for separating employees.

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

17 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

33 34 **XXXI. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 wholly responsible for the manner in which it performs the services required of it by the terms of this
37 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

1 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
 2 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 3 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
 4 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
 5 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
 6 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
 7 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
 8 shall not be considered in any manner to be COUNTY's employees.

10 **XXXII. TERM**

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

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

20 **XXXIII. TERMINATION**

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

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

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

1 pursuant to this Contract.

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

6 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
3 arising out of such cancellation of commitment which shall be subject to written approval of
4 ADMINISTRATOR.

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

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

11 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
12 exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

13
14
15 **XXXIV. THIRD PARTY BENEFICIARY**

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

19
20 **XXXV. WAIVER OF DEFAULT OR BREACH**

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

SIGNATURE PAGE

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

TELECARE CORPORATION

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2026

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 a. 3 M means the Quarterly Assessment Form that is completed for each Client every

1 three months in the approved data collection system.

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

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

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

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

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

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

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

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

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

1 | physically present.

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

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

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

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

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

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

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

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

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

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

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

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

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

36 29. Member Advisory Board means a member-driven board which shall direct the activities,
 37 provide recommendations for ongoing program development, and create the rules of conduct for the

1 | program.

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

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

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

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

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

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

28 | 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 | 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 | 31. Mental Health Worker means an individual that assists in planning, developing, and

1 evaluating mental health services for Clients; provides liaison between Clients and service providers;
 2 and has obtained a Bachelor's Degree in a behavioral science field such as psychology, counseling, or
 3 social work, or has two years of experience providing client-related services to Clients experiencing
 4 mental health, drug abuse, or alcohol disorders. Education in a behavioral science field such as
 5 psychology, counseling, or social work may be substituted for up to one year of the experience
 6 requirement.

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

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

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

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

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

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

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

36 39. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
 37 Services and may include activities that involve educating the community about the services offered and

1 requirements for participation in the programs. Such activities should result in CONTRACTOR
2 developing its own Client referral sources for the programs it offers.

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

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

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

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

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

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

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

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

34 48. PSC means Personal Services Coordinator and refers to an individual who is part of a
35 multi-disciplinary team that provides community based Mental Health Services to adults that are
36 struggling with persistent and severe mental illness as well as homelessness, rehabilitation, and recovery
37 principles. The PSC is responsible for clinical care and case management of assigned Client and

1 families in a community, home, or program setting. This includes assisting Clients with mental health,
 2 housing, vocational, and educational needs. The position is also responsible for administrative and
 3 clinical documentation, as well as participating in trainings and team meetings. The PSC shall be active
 4 in supporting and implementing the program's philosophy and its individualized, strength-based,
 5 culturally/linguistically competent, and client-centered approach.

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

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

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

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

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

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

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

24 d. Community: Relationships and social networks that provide support, friendship, love,
 25 and hope.

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

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

31 55. Supportive Housing PSC means a person who provides services in a supportive housing
 32 structure. This person coordinates activities which include, but are not limited to: independent living
 33 skills, social activities, supporting communal living, assisting residents with conflict resolution,
 34 advocacy, and coordinating care if a resident is under the care of a case manager. Supportive Housing
 35 PSC consults with the multidisciplinary team assigned by the program. The PSCs are active in
 36 supporting and implementing a FSP Philosophy and its individualized, strengths-based, culturally
 37 appropriate, and Client-centered approach. The Supportive Housing PSC supports all MHSA residents

1 living in the assigned housing project, whether or not the tenant is receiving services from the on-site
2 FSP. The Supportive Housing PSC works with Property Manager, MHSA Housing County monitor,
3 Resident Clinical Service Coordinator, and other support services located on-site. This individual
4 provides services that support housing sustainability for MHSA tenants and is active in supporting and
5 implementing a Full Service Partnership approach that is individualized, strengths-based, culturally
6 appropriate, and Client-centered.

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

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

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

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

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

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

27
28 **II. BUDGET**

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COST</u>						

1	Indirect	\$ 464,602	\$ 476,283	\$ 486,513	\$ 444,526	\$ 453,746	\$ 2,325,670
2	Salaries	0	0	0	21,516	22,168	43,684
3	Benefits	0	0	0	7,746	7,981	15,727
4	SUBTOTAL	\$ 464,602	\$ 476,283	\$ 486,513	\$473,788	483,895	\$ 2,385,081
5	ADMINISTRATIVE						
6	COST						
7							
8	PROGRAM COST						
9	Salaries	\$ 1,675,247	\$ 1,745,688	\$ 1,788,936	\$ 1,653,165	\$ 1,702,753	\$ 8,565,789
10	Benefits	520,242	553,648	570,091	595,125	612,977	2,852,083
11	Services and	634,524	604,935	599,765	659,515	649,759	3,148,498
12	Supplies						
13	Subcontractor	102,552	106,152	109,752	118,000	121,540	557,996
14	Flexible Funds	164,800	164,800	164,800	132,785	138,943	766,128
15	SUBTOTAL PROGRAM	\$ 3,097,365	\$ 3,175,223	\$ 3,233,344	\$ 3,158,590	\$ 3,225,972	\$15,890,494
16	COST						
17							
18	TOTAL GROSS COST	\$ 3,561,967	\$ 3,651,506	\$ 3,719,857	\$ 3,632,378	\$ 3,709,867	\$18,275,575
19							
20	REVENUE						
21	MHSA	\$ 1,427,425	\$ 1,463,307	\$ 1,490,698	\$ 1,332,378	\$ 1,359,867	\$ 7,073,675
22	Federal Medi-Cal	1,067,271	1,094,100	1,114,580	1,150,000	1,175,000	5,600,951
23	State Medi-Cal	1,067,271	1,094,100	1,114,580	1,150,000	1,175,000	5,600,951
24	TOTAL REVENUE	\$ 3,561,967	\$ 3,651,506	\$ 3,719,857	\$ 3,632,378	\$ 3,709,867	\$18,275,575
25							
26	NOT TO EXCEED	\$ 3,561,967	\$ 3,651,506	\$ 3,719,857	\$ 3,632,378	\$ 3,709,867	\$18,275,575
27	AMOUNT						

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
ADMINISTRATIVE COST				
— Indirect	\$ 464,602	\$ 464,602	\$ 464,602	\$ 1,393,806
SUBTOTAL	\$ 464,602	\$ 464,602	\$ 464,602	\$ 1,393,806

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

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

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

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

1 E. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

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

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

1 | may result in disallowance of the expenditure;

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

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

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

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

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

17 | k. Identification of procedure to ensure secured storage and documented disbursement of
18 | gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
19 | possession.

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

31 | G. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
32 | financial records of its cost and operating expenses. Such records shall reflect the actual cost of the type
33 | of service for which payment is claimed. Any apportionment of or distribution of costs, including
34 | indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and
35 | shall be made in accordance with generally accepted principles of accounting and Medicare regulations.
36 | The Client eligibility determination and fee charged to and collected from Clients, together with a record
37 | of all billings rendered and revenues received from any source on behalf of Clients treated pursuant to

1 the Contract, must be reflected in CONTRACTOR's financial records.

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

4 III. PAYMENTS

5
6 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
7 \$296,830 per month for Period One, \$304,292 per month for Period Two, \$309,988 per month for
8 Period Three, \$302,698 for Period Four and \$309,155 for Period Five. All payments are interim
9 payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the
10 Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services,
11 which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A
12 to the Contract; provided, however, the total of such payments does not exceed the Not to Exceed
13 Amount for each Period as stated in the Referenced Contract Provisions of the Contract and, provided
14 further, CONTRACTOR's costs are reimbursable pursuant to County, State, and/or Federal regulations.
15 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
16 provisional amount specified above has not been fully paid.

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

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

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

36 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
37 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR

1 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
 2 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
 3 the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

19 20 **IV. REPORTS**

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

23 **B. FISCAL**

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

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

1 to the end of the fiscal year. Year-End Projection Reports shall be submitted in conjunction with the
2 Monthly Expenditure and Revenue Reports.

3 C. STAFFING

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

12 D. PROGRAMMATIC

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

- 18 a. A description of CONTRACTOR's progress in implementing the provisions of this
19 Contract,
20 b. Report of placement and movement of Clients along the continuum of services,
21 c. Voluntary and involuntary hospitalizations and special incidences,
22 d. Vocational programs, educational programs, including new job placements, Clients in
23 continuing employment,
24 e. Reporting of the numbers of Clients based upon their level of function in the MORS
25 Level system,
26 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition
27 to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes
28 in population served and reasons for any such changes, and
29 g. CONTRACTOR statement whether the program is or is not progressing satisfactorily
30 in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve
31 satisfactory progress.

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

37 ~~3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or~~

~~issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, COUNTY as identified in the HCA P&Ps.~~

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services.

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.

F. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by ADMINISTRATOR. Said psychometrics are for COUNTY’s analytical uses only and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless and indemnify pursuant to Paragraph XIV. Indemnification and Insurance, from any claims that arise from non-COUNTY use of said psychometrics.

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

V. SERVICES

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

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

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

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

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

B. INDIVIDUALS TO BE SERVED –Adults, ages eighteen (18) years and older, who have a serious mental illness who are residing in COUNTY and otherwise eligible for public services under

1 Federal and State law. All individuals served must meet CCR Title IX medical necessity criteria. The
2 Enhanced Recovery FSP program shall provide services to Clients from two distinct populations.

3 1. The first population to be served are individuals who are on LPS Conservatorship (public or
4 private) and currently residing in long-term care facilities and preparing for discharge, or in Residential
5 Rehabilitation Care facilities, or in the community, who, given the opportunity, could regain control of
6 their independence and achieve enhanced recovery. These individuals often have a history of
7 institutionalization and/or failed placements due to their mental illness and may need additional support
8 to successfully reintegrate and remain in the community. Referrals for this population may come from
9 COUNTY, long-term care facilities, and the community.

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

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

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

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

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

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

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

36 6. Stage of Readiness for Change – CONTRACTOR shall focus on Client’s Stage of
37 Readiness for Change toward changing behaviors and have concrete interventions and supports to

1 support the Client's move towards recovery in that specific area of their life.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 25. 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 shall 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. CONTRACTOR shall have the needed expertise to collect and analyze data
33 and outcomes in line with established fidelity measures. This expertise shall ensure desired outcomes
34 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 Enhanced Recovery FSP Services:

37 1. Assessment Services: Evaluate the current status of a beneficiary’s mental, emotional, or

1 behavioral health. It includes a Mental Status Examination, analysis of clinical history, analysis of
2 relevant cultural issues and history, diagnosis and may include testing procedures. CONTRACTOR
3 shall have qualified staff to provide assessment services.

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

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

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

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

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

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

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

34 b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-
35 vocational/vocational activities that assist them in determining their skills, interests, values, and realistic
36 career goals. Individual treatment plans are developed and implemented with assistance in the
37 following areas: career exploration, identification of personal strengths, values, and talents, resume

1 writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management
2 in the workplace. The intent of these activities and services is to actively engage Clients in identifying
3 and developing their own positive work identities; building self-confidence and vocational skills; and
4 ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find
5 employment settings that match the Clients' interests, abilities, aptitudes, strengths and individualized
6 goals, and provide supportive services to ensure vocational success.

7 c. Job Coaching/Developing: The Employment Specialist shall assist Clients in the
8 exploration of various career options as well as actively strategizing collaborative relationships in the
9 private and public sector to create job opportunities for Clients. This position shall work closely with
10 management staff and the Data Analyst to explore and implement evidence-based best practices in this
11 area.

12 6. Family and Peer Support Services:

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

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

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

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

37 8. Money Management/Representative Payee Support Services: CONTRACTOR shall

1 designate a bonded Representative Payee Services to provide money management services to those
 2 Clients who are not able to manage their finances independently. These Clients include those that have
 3 funding, but are not able to or willing to meet their basic needs without assistance. Money management
 4 shall also include individual and/or group education regarding personal budgeting.

5 9. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff
 6 must be available twenty-four (24) hours per day, seven (7) days per week for intensive case
 7 management and crisis intervention for enrolled Clients. The on-call staff must be able to respond in
 8 person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided
 9 with the on-call phone number and know how to access the on-call services as needed.

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

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

36 a. Emergency Housing - Immediate shelter for critical access for Clients who are
 37 homeless or have no other immediate housing options available. Emergency housing is a time-limited

1 event and shall only be utilized until a more suitable housing arrangement can be secured.

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

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

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

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

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

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

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

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

34 16. Rehabilitation Services and Therapy: CONTRACTOR shall provide rehabilitation services
35 to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social
36 and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources,
37 and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or

1 with family members.

2 17. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This peer-run center
3 shall be located at the program site and shall provide an opportunity for Clients to develop
4 organizational, social, and leadership skills as they design a program that meets Clients' needs. All
5 activities and groups offered are designed and run by Clients enrolled in CONTRACTOR's FSP.
6 CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program
7 development and quality improvement.

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

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

14 1) Realizes the widespread impact of trauma and understands potential paths for
15 recovery;

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

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

20 4) Seeks to actively resist re-traumatization.

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

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

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

29 3) Cultural competence

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

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

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

33 c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed
34 culture. This includes focusing on organizational activities that foster the development of a trauma-
35 informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training
36 on evidence-based and emerging trauma-informed best practices; developing competencies specific to
37 trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and

1 preventing and treating secondary trauma.

2 E. Program Specific Services – Enhanced Recovery Clients

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

5 ~~2. CONTRACTOR shall coordinate engagement services and placement of Clients into the
6 FSP with ADMINISTRATOR once Clients are identified and ready to be discharged from long-term
7 care facilities such as an IMD, Therapeutic Residential Center (TRC), or Mental Health Rehabilitation
8 Center (MHRC).~~

9 2. CONTRACTOR shall coordinate engagement services and placement of Clients into the
10 FSP with ADMINISTRATOR once Clients are identified and ready to be discharged from long-term
11 care facilities such as an Institution for Mental Disease (IMD), Therapeutic Residential Center (TRC), or
12 Mental Health Rehabilitation Center (MHRC).

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

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

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

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

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

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

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

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

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

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

4 ~~— G. Collaboration Requirements — CONTRACTOR shall coordinate services, as appropriate, with~~
5 ~~ADMINISTRATOR, Public Guardian's Office, Collaborative Courts, Public Defender's Office, District~~
6 ~~Attorney's Office, Probation, designated Residential Rehabilitation providers, long-term care facilities,~~
7 ~~and other providers and community resources.~~

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

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

13 ~~—— a. Engagement — CONTRACTOR shall provide outreach and engagement through~~
14 ~~collaboration with Public Guardian's Office, IMDs, TRCs, MHRC, and Residential Rehabilitation~~
15 ~~providers, etc. — 1) — ADMINISTRATOR Role: ADMINISTRATOR shall support~~
16 ~~engagement, conduct eligibility determination, and approve pre-enrollment for all Clients who enter the~~
17 ~~program.~~

18 ~~—— 2) — CONTRACTOR Role: CONTRACTOR shall design, coordinate, and engage in~~
19 ~~outreach activities, and shall ensure that those engaged through outreach are assessed and, once~~
20 ~~enrolled, assigned a PSC.~~

21 ~~—— b. Personal Service Coordination — CONTRACTOR shall utilize PSCs who shall provide~~
22 ~~primary support, facilitate the development of a person-centered recovery plan, and coordinate the~~
23 ~~access of supports and services necessary to support the Client to achieve the goals of his/her recovery~~
24 ~~plan.~~

25 ~~—— 1) — ADMINISTRATOR Role: ADMINISTRATOR shall provide support to~~
26 ~~CONTRACTOR's PSCs with available COUNTY resources and act as a liaison with the Public~~
27 ~~Guardian's Office.~~

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

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

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

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

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

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

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

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

1). CONTRACTOR shall design, coordinate, and engage in outreach activities, and shall ensure that those engaged through outreach are assessed and, once enrolled, assigned a PSC.

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

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

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

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

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

1 ADMINISTRATOR.

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

7 M. CONTRACTOR shall have a commitment to meeting the required response times for hospitals
8 (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight
9 [48] hours). CONTRACTOR shall collaborate with these institutions to coordinate services and provide
10 continuity of care.

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

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

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

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

19 3. Become a certified reviewer by ADMINISTRATOR's ~~Authority and Quality Improvement~~
20 ~~Services (AQIS)~~ Quality Management Services (QMS) unit within six months from the start of the
21 Contract;

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

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

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

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

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

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

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

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

2 ~~T. CONTRACTOR shall review and approve all admissions, transfers, discharges from the~~
3 ~~program and extended stays in the program.~~

4 T. CONTRACTOR shall follow guidelines to review and approve all admissions, transfers,
5 discharges from the program and extended stays in the program.

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

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

8 ~~W. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred~~
9 ~~for admission.~~

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

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

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

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

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

19 Z. CONTRACTOR shall have ongoing collaboration with the COUNTY Data Analytics and
20 Evaluation on MHSA countywide projects, as well as individual program performance outcome
21 measures.

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

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

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

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

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

36 AC. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
37 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to

1 accepting any Client admissions to the program. All P&Ps and program guidelines shall be reviewed bi-
 2 annually at a minimum for updates. Policies shall include, but not be limited to, the following:

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

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

- 18 1. Orientation to the program's goals and P&Ps, and FSP program philosophies
- 19 2. Training on subjects as required by State regulations
- 20 3. Recovery philosophy, client empowerment and strength-based services
- 21 4. Crisis intervention and de-escalation
- 22 ~~5. Co-occurring mental illness and substance abuse and dependence~~
- 23 5. Co-occurring mental illness and substance use and dependence
- 24 6. Motivational interviewing
- 25 7. EBPs that support recovery
- 26 8. Outreach and engagement
- 27 9. Trauma-informed care
- 28 10. Professional Boundaries
- 29 11. Cultural Competency
- 30 12. Critical Time Intervention
- 31 13. Housing First
- 32 14. Other clinical staff training

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

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

3 2. Maximize the use of the allocated funds;

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

5 4. Maintain appropriate staffing levels;

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

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

8 7. Track and report expenditures electronically;

9 8. Maintain electronic and telephone communication between key staff and
10 ADMINISTRATOR; and

11 9. Act quickly to identify and solve problems.

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

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

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

20 1. Property maintenance and appearance (minimizing trash around facility grounds)

21 2. Noise level guidelines

22 3. Community safety

23 4. Congregation guidelines

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

27 1. At least 80% of Clients served will not require psychiatric hospitalization.

28 2. At least 80% of Clients served will remain sheltered (not experience unsheltered
29 homelessness).

30 3. At least 80% of Clients served will remain out of custody.

31 4. At least 80% of Clients served will have no arrests. AJ. CLIENT DEMOGRAPHICS

32 AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other
33 statistics including but not limited to:

34 1. CONTRACTOR shall track the total number of Clients referred to and enrolled in Services.

35 2. CONTRACTOR shall track the total number of duplicated and unduplicated Clients served,
36 and the number of contacts provided to each Client.

37 3. CONTRACTOR shall track the total number and type of services provided and the length

1 of stay for each Client in the program.

2 4. CONTRACTOR shall track the total number of successful Client linkages to recommended
3 services.

4 5. CONTRACTOR shall track the total number of Clients placed in interim housing
5 environments.

6 6. CONTRACTOR shall track the total number of groups provided per week and how many
7 Clients attended each group.

8 7. CONTRACTOR shall track the total number of activities provided on and off site for the
9 month as well as number of Clients who attended.

10 8. CONTRACTOR shall track and monitor the number of Clients receiving services (e.g.
11 mental health services, intensive case management, housing, and vocational) through number of Clients
12 admitted and engaged into services.

13 9. CONTRACTOR shall track the number of days Clients are hospitalized and make every
14 effort to reduce unnecessary hospitalization days through services provided in the Contract.

15 10. CONTRACTOR shall track the number of days Clients are incarcerated and make every
16 effort to reduce them through services provided in the Contract.

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

19 12. CONTRACTOR shall track the number of Clients gainfully employed and make every
20 effort to increase them through services provided in the Contract.

21 13. CONTRACTOR shall track the number of Clients who receive an emergency intervention
22 and make every effort to reduce the number of emergency interventions, particularly those that result in
23 a Crisis Stabilization Unit (CSU) admission and/or psychiatric hospitalization, through services
24 provided in the Contract.

25 14. CONTRACTOR shall track the number of arrests per Client and make every effort to
26 reduce them through services provided in the Contract.

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

29 16. CONTRACTOR shall track the number of Clients at various stages on the MORS.

30 17. CONTRACTOR shall track the number are clients who are successfully discharged to a
31 lower level of care.

32 18. CONTRACTOR shall track the number of Clients assessed for co-occurring mental health
33 and substance use disorder.

34 19. Listed above are additional measures by which the effectiveness of CONTRACTOR's
35 program may be evaluated. CONTRACTOR shall develop, in conjunction with COUNTY, additional
36 measures as required. It is the CONTRACTOR's responsibility to educate itself with best practices and
37 those associated with attainment of higher levels of recovery. AK. DATA CERTIFICATION –

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

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

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

16 b. CONTRACTOR shall collaborate with the ~~Adult Performance Outcome Department~~
 17 ~~(APOD)~~ COUNTY Data Analytics and Evaluation team to complete outcome requests by Administrator
 18 for State, COUNTY, and/or MHSA reporting.

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

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

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

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

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

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

37 3. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the

1 Data Certification P&P. CONTRACTOR shall provide signature confirmation of the Data Certification
2 P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

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

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

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

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

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

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

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

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

20 AM. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit
21 Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are
22 denied, reduced, or terminated as specified by State standards. CONTRACTOR shall review these
23 standards to determine the appropriate timeline for disenrollment of services. The NOABD must
24 provide the adverse benefit determination made by CONTRACTOR as well as a clear and concise
25 explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall
26 provide appropriate NOABD as determined by State standards. Examples include but are not limited to:

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

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

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

37 AO. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

1 Services Paragraph of this Exhibit A to the Contract.

2
3 **VI. STAFFING**

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

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

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

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

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

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

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

36 H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
37 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR

1 Standards of Care practices, P&P's, documentation standards, and any State and Federal regulatory
2 requirements.

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

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

PROGRAM	FTE
Regional Director of Operations	0.15
Program Administrator	1.00
Clinical Director	1.00
Billing Specialist	1.50
Case Manager II	6.00
Clinician—unlicensed	2.00
Data Analysis Specialist	1.00
Driver	1.00
Drug Testing Coordinator	0.50
Education/Employment Specialist	1.00
HR Analyst	0.12
LVN	1.00
Mental Health Rehabilitation Specialist	3.00
Medical Records Technician	1.00
Nurse Practitioner	1.00
Office Coordinator II	1.00
Peer Recovery Coach	1.00
Peer Support Specialist	1.00
Quality Coordinator Trainer	1.00
Receptionist	1.00
Regional IS Business Services Manager	0.07
Regional IT Support Analyst	0.06
Registered Nurse	0.80
Team Lead—Licensed	1.00
Psychiatrist—Subcontractor	0.20
TOTAL CONTRACT FTEs	29.40

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

<u>ADMINISTRATIVE STAFF</u>	<u>FTE</u>
<u>HR Generalist</u>	<u>0.11</u>
<u>Regional IS Business Services Manager</u>	<u>0.05</u>
<u>Regional IT Business Support Analyst</u>	<u>0.04</u>
<u>PROGRAM STAFF</u>	
<u>Regional Director of Operations</u>	<u>0.15</u>
<u>Program Administrator</u>	<u>1.00</u>
<u>Clinical Director</u>	<u>1.00</u>
<u>Billing Specialist</u>	<u>1.00</u>
<u>Case Manager II</u>	<u>1.00</u>
<u>Clinician – unlicensed</u>	<u>2.00</u>
<u>Data Analysis Specialist</u>	<u>0.50</u>
<u>Driver</u>	<u>1.00</u>
<u>Case Manager II – Substance Use Counselor</u>	<u>1.00</u>
<u>Housing Specialist</u>	<u>1.00</u>
<u>Education/Employment Specialist</u>	<u>1.00</u>
<u>LVN</u>	<u>1.50</u>
<u>Mental Health Rehabilitation Specialist</u>	<u>4.00</u>
<u>Medical Records Technician</u>	<u>1.00</u>
<u>Nurse Practitioner</u>	<u>1.00</u>
<u>Office Coordinator II</u>	<u>1.00</u>
<u>Peer Recovery Coach</u>	<u>2.00</u>
<u>Quality Coordinator Trainer</u>	<u>1.00</u>
<u>Team Lead – Licensed</u>	<u>1.00</u>
<u>Psychiatrist – Subcontractor</u>	<u>0.20</u>
<u>TOTAL CONTRACT FTEs</u>	<u>23.55</u>

K. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services.

1 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to
2 exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3 3. CONTRACTOR shall provide a minimum of fourteen thousand six hundred forty (14,640)
4 direct service hours for Client related services, with a minimum of one thousand four hundred forty
5 (1,440) hours of medication support services and thirteen thousand two hundred (13,200) hours of other
6 mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR
7 understands and agrees that these are minimum requirements and shall make every effort to exceed
8 these minimums. CONTRACTOR shall monitor staff productivity and establish expectations, in
9 consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient
10 and effective management of program staff and resources.

11 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred sixteen
12 (116) Clients throughout the term of the Contract. The anticipated make-up of the Clients shall be as
13 follows: eighty four (84) Clients who are on LPS conservatorship and currently, or have history of
14 placement, in long-term care facilities or residential rehabilitation care facilities; and thirty-two (32)
15 Clients who are participating in COUNTY’s Assisted Intervention court, however referrals may
16 fluctuate between the two sets of Clients. For Enhanced Recovery Full Service Partnership,
17 CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15-20) Clients to one (1) staff.

18 ~~3. CONTRACTOR shall provide a minimum of eighteen thousand one hundred twenty~~
19 ~~(18,120) direct service hours for Client related services, with a minimum of one thousand four hundred~~
20 ~~forty (1,440) hours of medication support services and sixteen thousand six hundred eighty (16,680)~~
21 ~~hours of other mental health, case management and/or crisis intervention services as outlined below.~~
22 ~~CONTRACTOR understands and agrees that these are minimum requirements and shall make every~~
23 ~~effort to exceed these minimums. CONTRACTOR shall monitor staff productivity and establish~~
24 ~~expectations, in consultation with COUNTY, in order to maximize the utilization of services and~~
25 ~~demonstrate efficient and effective management of program staff and resources.~~

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

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

35 M. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery.
36 These individuals shall not be currently receiving services directly from CONTRACTOR.
37 Documentation may include, but not be limited to, the following: records attesting to efforts made in

1 recruitment and hiring practices and identification of measures taken to enhance accessibility for
2 potential staff in these categories.

3 ~~— N. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant
4 to Section 5150, WIC.~~

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

13 N. CONTRACTOR shall maintain adequate staffing that qualify to perform evaluations pursuant
14 to Section 5150, WIC. All qualified clinical staff shall be designated by COUNTY.

15 O. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
16 interns, and volunteers as required by the respective governing licensing board such as BBS Clinical
17 supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the
18 same legal entity and be documented for all registered/waivered employees, interns and volunteers.

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

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

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

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

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

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

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

1 ADMINISTRATOR, all NPI as soon as they are available.

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

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

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

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

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

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

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

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

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

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EXHIBIT B
 TO CONTRACT FOR PROVISION OF
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2026

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 Contract 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 Contract 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 Contract, 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 Contract.

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 Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

37 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

1 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
2 B.2.a above.

3 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

37 E. DATA SECURITY REQUIREMENTS

1 1. Personal Controls

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

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

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

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

27 2. Technical Security Controls

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

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

37 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY

1 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
2 COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

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

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

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

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

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

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

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

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

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

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

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

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

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

32 3. Audit Controls

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

1 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

9 4. Business Continuity/Disaster Recovery Control

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

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

22 5. Paper Document Controls

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

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

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

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

7 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
8 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
9 COUNTY.

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

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

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

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

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

31 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

4 1) The Disclosure is required by law; or

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

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

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

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

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

19 H. PROHIBITED USES AND DISCLOSURES

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

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

29 I. OBLIGATIONS OF COUNTY

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

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

36 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI
37 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction

1 may affect CONTRACTOR’s Use or Disclosure of PHI.

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

4 J. BUSINESS ASSOCIATE TERMINATION

5 1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the
6 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

24 3. The obligations of this Business Associate Contract shall survive the termination of the
25 Contract.

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EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2026

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF CONTRACT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

35 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
36 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
37 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and

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

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

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

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

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

26 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
27 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
28 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
29 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
30 Exhibit B to the Contract.

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

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