

1 CONTRACT FOR PROVISION OF
2 CRISIS STABILIZATION SERVICES AND CRISIS RESIDENTIAL SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 EXODUS RECOVERY, INC.
7 SEPTEMBER 19, 2024 THROUGH JUNE 30, 2027

8
9 THIS CONTRACT entered into this 19th day of September, 2024 (effective date), is by and between
10 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and EXODUS
11 RECOVERY, INC., a California C Corporation (CONTRACTOR). COUNTY and CONTRACTOR may
12 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

14
15 **WITNESSETH:**

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Crisis
18 Stabilization Services and Crisis Residential Services described herein to the residents of Orange County;
19 and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: September 19, 2024 through June 30, 2027

Period One means the period from September 19, 2024 through June 30, 2025

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

Period Three means the period from July 1, 2026 through June 30, 2027

Amount Not to Exceed:

Period One Amount Not to Exceed:	\$11,868,123
Period Two Amount Not to Exceed:	\$15,150,923
Period Three Amount Not to Exceed:	<u>\$15,150,923</u>
TOTAL AMOUNT NOT TO EXCEED:	\$42,169,969

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: NQHYN567JN85

CONTRACTOR TAX ID Number: 95-4156974

Notices to COUNTY and CONTRACTOR:

<p>COUNTY: County of Orange Health Care Agency Procurement & Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637</p>	<p>CONTRACTOR: Exodus Recovery, Inc. CEO (Currently: Luana Murphy) 9808 Venice Boulevard, Suite 700 Culver City, CA 90232 LMurphy@exodusrecovery.com</p>
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CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
Pending	Pending	Pending	Pending	Pending	Pending	Pending

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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:

- 1 A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment
- 2 B. AIDS Acquired Immune Deficiency Syndrome
- 3 C. ARRA American Recovery and Reinvestment Act of 2009
- 4 D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- 5 E. ASI Addiction Severity Index
- 6 F. ASRS Alcohol and Drug Programs Reporting System
- 7 G. BHS Behavioral Health Services
- 8 H. CalOMS California Outcomes Measurement System
- 9 I. CalWORKs California Work Opportunity and Responsibility for Kids
- 10 J. CAP Corrective Action Plan
- 11 K. CCC California Civil Code
- 12 L. CCR California Code of Regulations
- 13 M. CESI Client Evaluation of Self at Intake
- 14 N. CEST Client Evaluation of Self and Treatment
- 15 O. CFDA Catalog of Federal Domestic Assistance
- 16 P. CFR Code of Federal Regulations
- 17 Q. CHPP COUNTY HIPAA Policies and Procedures
- 18 R. CHS Correctional Health Services
- 19 S. COI Certificate of Insurance
- 20 T. CPA Certified Public Accountant
- 21 U. CSW Clinical Social Worker
- 22 V. DHCS California Department of Health Care Services
- 23 W. D/MC Drug/Medi-Cal
- 24 X. DPFS Drug Program Fiscal Systems
- 25 Y. DRS Designated Record Set
- 26 Z. EEOC Equal Employment Opportunity Commission
- 27 AA. EHR Electronic Health Records
- 28 AB. EOC Equal Opportunity Clause
- 29 AC. ePHI Electronic Protected Health Information
- 30 AD. EPSDT Early and Periodic Screening, Diagnosis, and Treatment
- 31 AE. FFS Fee For Service
- 32 AF. FSP Full Service Partnership
- 33 AG. FTE Full Time Equivalent
- 34 AH. GAAP Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

8
9
II. ALTERATION OF TERMS

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

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

17
18
III. ASSIGNMENT OF DEBTS

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

26
27
IV. BENEFICIARIES' RIGHTS

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

32 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have
33 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

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

37 //

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

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

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

11
12 **V. 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 be
22 verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements
23 by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to this Contract.

24 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 comply with ADMINISTRATOR’s Compliance Program
34 and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
35 days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with
36 ADMINISTRATOR’s Compliance Program and Code of Conduct. CONTRACTOR shall have as many
37 //

1 Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training
2 to ensure proper compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Quality Assessment and Performance Improvement
 4 Standards established by Authority and Quality Improvement Services (AQIS) and participate in the
 5 quality improvement activities developed in the implementation of the DMC-ODS Quality Management
 6 Program. CONTRACTOR shall establish an internal Quality Management program and appoint
 7 designated Quality Improvement (QI) staff consisting of at least one dedicated QI
 8 coordinator/professional to participate in QI activities with ADMINISTRATOR and to ensure service
 9 delivery and support program staff implement QI initiatives and requirements appropriately at the program
 10 site.

11 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR’s Cultural
 12 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
 13 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
 14 §1810.410.subds.(c)-(d).

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

21
 22 **VI. CONFIDENTIALITY**

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

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

30 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
 31 consents for the release of information from all persons served by CONTRACTOR pursuant to this
 32 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
 33 2.6, relating to confidentiality of medical information.

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

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

8
 9 **VII. CONFLICT OF INTEREST**

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

17
 18 **VIII. COST REPORT**

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

33 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
 34 period specified above, ADMINISTRATOR has sole discretion to impose one or both of the following:

35 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 36 business day after the above specified due date that the accurate and complete Cost Report is not
 37 //

1 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late
 2 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

3 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 4 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate
 5 and complete Cost Report is delivered to ADMINISTRATOR.

6 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
 7 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
 8 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
 9 extensions be granted for more than seven (7) calendar days.

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

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

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

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

36 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
 37 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the

1 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
2 difference, provided such payment does not exceed the Amount Not to Exceed of COUNTY.

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

5
6 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
7 supporting documentation prepared by _____ for the cost report period
8 beginning _____ and ending _____ and that, to the best of my knowledge
9 and belief, costs reimbursed through this Contract are reasonable and allowable and
10 directly or indirectly related to the services provided and that this Cost Report is a true,
11 correct, and complete statement from the books and records of (provider name) in
12 accordance with applicable instructions, except as noted. I also hereby certify that I
13 have the authority to execute the accompanying Cost Report.

14
15 Signed _____
16 Name _____
17 Title _____
18 Date _____"

19
20 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

21 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

35 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
36 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
37 //

1 | suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
2 | authorized by the State of California.

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

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

9 |
10 | **X. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

34 | 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 | including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 | of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37 | //

1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
 2 subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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

4 **XI. DISPUTE RESOLUTION**

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

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

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

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

21 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall
22 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision
23 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
24 decision adverse to CONTRACTOR's contentions.

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

31 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

32 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
33 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
34 consultants performing work under this Contract meet the citizenship or alien status requirements set forth
35 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
36 consultants performing work hereunder, all verification and other documentation of employment
37

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

5
 6 **XIII. EQUIPMENT**

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

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

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

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

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

35 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 36 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,

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1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

9 10 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

16 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
17 as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed for the
18 appropriate Period as well as the Total Amount Not to Exceed. The reduction to the Amount Not to
19 Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an amount
20 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
21 services, staffing, facilities or supplies.

22 23 **XV. INDEMNIFICATION AND INSURANCE**

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

34 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
35 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
36 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
37 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance (COI), and

1 endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all
2 subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain
3 insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

29 F. QUALIFIED INSURER

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

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

1 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 2 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
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Technology Errors & Omissions	\$1,000,000 per claims -made \$1,000,000 aggregate
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

27 H. REQUIRED COVERAGE FORMS

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

30 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00
 31 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

32 I. REQUIRED ENDORSEMENTS

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

35 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
 36 broad naming the County of Orange, its elected and appointed officials, officers, agents and employees

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1 as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN
 2 CONTRACT.

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

6 2. The Network Security and Privacy Liability policy shall contain the following endorsements,
 7 which shall accompany the COI:

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

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

13 J. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving
 14 all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents
 15 and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN
 16 CONTRACT.

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

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
 21 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
 22 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
 23 of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this
 24 Contract.

25 M. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network
 26 Security & Privacy Liability are “Claims -Made” policies: CONTRACTOR shall agree to the following:

27 1. The retroactive date must be shown and must be before the date of the Contract or the
 28 beginning of the contract services.

29 2. Insurance must be maintained, and evidence of insurance must be provided, for at least three
 30 (3) years after expiration or earlier termination of the Contract.

31 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
 32 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must
 33 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier
 34 termination of the Contract.

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

37 //

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

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

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

R. SUBMISSION OF INSURANCE DOCUMENTS

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

- a. Prior to the start date of this Contract.
- b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

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XVI. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall to the
5 extent permissible under applicable law have access to any books, documents, and records, including but
6 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
7 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a
8 Client complaint or conducting an audit, review, evaluation, or examination, or making transcripts during
9 the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract.
10 Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
11 this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

16
17 1. Following an audit report, in the event of non-compliance with applicable laws and
18 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
19 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
20 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
21 (30) calendar days after receiving notice from ADMINISTRATOR.

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

29 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
30 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
31 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
32 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
33 calendar days of receipt.

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

XVII. LICENSES AND LAWS

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. Title 22, CCR, §51009, Confidentiality of Records.
4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
5. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
6. D/MC Billing Manual (March 23, 2010).
7. Federal Medicare Cost reimbursement principles and cost reporting standards.
8. State of California-Health and Human Services Agency, Department of Health Care Services, MHSD, Medi-Cal Billing Manual, October 2013.
9. Orange County Medi-Cal Mental Health Managed Care Plan.
10. 42 CFR, Section 438, Managed Care Regulations
11. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.
12. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.
13. WIC, Division 5, Community Mental Health Services.
14. WIC, Division 6, Admissions and Judicial Commitments.
15. WIC, Division 7, Mental Institutions.
16. HSC, §§1250 et seq., Health Facilities.
17. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
18. CCR, Title 9, Rehabilitative and Developmental Services.
19. CCR, Title 17, Public Health.
20. CCR, Title 22, Social Security.
21. CFR, Title 42, Public Health.

- 1 22. CFR, Title 45, Public Welfare.
- 2 23. USC Title 42. Public Health and Welfare.
- 3 24. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 4 25. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 5 26. 42 USC §1857, et seq., Clean Air Act.
- 6 27. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 7 28. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 8 29. Policies and procedures set forth in Mental Health Services Act.
- 9 30. Policies and procedures set forth in DHCS Letters.
- 10 31. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 11 32. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
- 12 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 13 33. 42 CFR, Section 438, Managed Care Regulations

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

17 D. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal
 18 beneficiaries that are no less than the hours of operation during which CONTRACTOR offers services to
 19 non-Medi-Cal beneficiaries. If CONTRACTOR only serves Medi-Cal beneficiaries, CONTRACTOR
 20 shall have hours of operation that are comparable to the hours CONTRACTOR makes available for Medi-
 21 Cal services that are not covered by COUNTY or another Mental Health Plan.

22
 23 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

33 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 34 available social media sites) in support of the services described within this Contract, CONTRACTOR
 35 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
 36 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
 37 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall

1 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
2 developed in support of the services described within this Contract. CONTRACTOR shall also include
3 any required funding statement information on social media when required by ADMINISTRATOR.

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

6
7 **XIX. AMOUNT NOT TO EXCEED**

8 A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this
9 Contract, and the separate Amount Not to Exceed for each period under this Contract, are as specified in
10 the Referenced Contract Provisions of this Contract.

11 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,
12 ADMINISTRATOR may increase or decrease the Period One, Period Two or Period Three Amount Not
13 to Exceed, provided the total of these Amount Not to Exceed does not exceed the Total Amount Not to
14 Exceed of COUNTY as specified in the Referenced Contract Provisions of this Contract.

15 C. ADMINISTRATOR may amend the Amount Not to Exceed by an amount not to exceed ten
16 percent (10%) of the original Period One funding for this Contract.

17
18 **XX. MINIMUM WAGE LAWS**

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

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

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

33
34 **XXI. NONDISCRIMINATION**

35 **A. EMPLOYMENT**

36 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
37 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or

1 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
 2 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 3 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
 4 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
 5 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
 6 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
 7 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
 8 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

30 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 31 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 32 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 33 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 34 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 35 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 36 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 37 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of

1 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
 2 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
 3 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
 4 includes, but is not limited to the following based on one or more of the factors identified above:

- 5 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 6 2. Providing any service or benefit to a Client which is different or is provided in a different
 7 manner or at a different time from that provided to other Clients.
- 8 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 9 others receiving any service and/or benefit.
- 10 4. Treating a Client differently from others in satisfying any admission requirement or
 11 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 12 any service and/or benefit.
- 13 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

37 //

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

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

9
10 **XXII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

30
31 **XXIII. NOTIFICATION OF DEATH**

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

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

37 //

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

4 2. WRITTEN NOTIFICATION

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

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

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

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

17 D. All death reports must be verified by the coroner’s office. The information should include date
 18 of the death as well as the cause of death.

19
 20 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

28
 29 **XXV. PAYMENT CARD COMPLIANCE**

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

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

C. CONTRACTOR’s Client records shall be maintained in a secure manner. CONTRACTOR shall maintain Client records and must establish and implement written record management procedures.

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

E. CONTRACTOR shall retain all Client medical records for ten (10) years following discharge of the Client.

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

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

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

- 4 1. The medical records and billing records about individuals maintained by or for a covered
 5 health care provider;
- 6 2. The enrollment, payment, claims adjudication, and case or medical management record
 7 systems maintained by or for a health plan; or
- 8 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

9 I. CONTRACTOR may retain Client documentation electronically in accordance with the terms of
 10 this Contract and common business practices. If documentation is retained electronically,
 11 CONTRACTOR shall, in the event of an audit or site visit:

- 12 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
 13 or site visit.
- 14 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 15 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 16 requested.

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

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

24
 25 **XXVII. RESEARCH AND PUBLICATION**

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

29
 30 **XXVIII. REVENUE**

31 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
 32 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
 33 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
 34 according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform
 35 Method of Determining Ability to Pay” procedure or by any other payment procedure as approved in
 36 advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee

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1 shall not exceed the actual cost of services provided. No Client shall be denied services because of an
 2 inability to pay.

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

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

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

13
 14 **XXIX. SEVERABILITY**

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

20
 21 **XXX. SPECIAL PROVISIONS**

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

- 24 1. Making cash payments to intended recipients of services through this Contract.
- 25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
 27 of appropriated funds to influence certain federal contracting and financial transactions).
- 28 3. Fundraising.
- 29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 30 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
 31 Directors or governing body.
- 32 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
 33 for expenses or services.
- 34 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
 35 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 36 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

37 //

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

4 8. Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

23
24 **XXXI. STATUS OF CONTRACTOR**

25 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
26 wholly responsible for the manner in which it performs the services required of it by the terms of this
27 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants
28 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of
29 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
30 CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes
31 exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they
32 relate to the services to be provided during the course and scope of their employment. CONTRACTOR,
33 its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of
34 COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

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37 //

XXXII. TERM

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

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

XXXIII. TERMINATION

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

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

1. CONTRACTOR must meet all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR may be subject to the issuance of a CAP, in ADMINISTRATOR's sole discretion, for the failure to perform to the level of contracted objectives and requirements, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract may be terminated.

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

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

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

5 D. CONTINGENT FUNDING

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

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

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

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

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

19 F. In the event this Contract is terminated by either Party pursuant to this Contract, CONTRACTOR
 20 shall do the following:

21 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
 22 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 with
 33 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) calendar day
8 period.

9
10 **XXXIV. THIRD-PARTY BENEFICIARY**

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

13
14 **XXXV. WAIVER OF DEFAULT OR BREACH**

15 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
16 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
17 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default
18 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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

3
4 EXODUS RECOVERY INC.

5
6 Signed by:
7 BY: Luana Murphy DATED: 9/5/2024
8 4743F7D2D8874D8...
9 TITLE: President/CEO

10
11
12 BY: _____ DATED: _____
13
14 TITLE: _____

15
16
17 COUNTY OF ORANGE

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

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

28
29 Signed by:
30 BY: Brittany Mclean DATED: 9/5/2024
31 71CFE638662E411...
32 DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 CRISIS STABILIZATION SERVICES AND CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 EXODUS RECOVERY INC.
 SEPTEMBER 19, 2024 THROUGH JUNE 30, 2027

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. Access log means data that is immediately entered into IRIS after the Client has been screened for an appointment to access services to ensure timely access to MHP services.

2. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services, provided to Clients seen in COUNTY and COUNTY-contracted services, into IRIS.

3. Authorizations means a unique individual’s complete utilization management (UM) process, which includes reviewing clinical documents when clinically indicated, evaluating medical necessity and formally deciding to authorize/deny additional inpatient psychiatric services, that lasts for the duration of the inpatient stay, i.e. initial admission notification to discharge, aftercare planning, whichever comes first.

4. Bed Day means one (1) calendar day during which CONTRACTOR provides Crisis Residential Services within the Mental Health Plan as described in this Exhibit A of the Contract. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

5. Care Coordination means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. This definition applies to programs under the DMC-ODS and MHP.

6. Case Management means the activities of managing services and coordinating care to Clients, including assessments, referrals, service planning, linkage consultation, discharge planning and coordination.

7. CAT means Crisis Assessment Team which provides twenty-four (24) hour mobile response services to anyone who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides linkage, follow ups for Clients evaluated. There are separate adult and youth CATs.

8. Client or Individual means a person who is referred or enrolled, for services under the Contract who is living with mental, emotional, or behavioral disorders.

1 9. Client-directed means services delivered in a therapeutic alliance between providers and
2 Clients where both are partners in goal setting and treatment planning. The final decision for treatment
3 options rests with the Client and designated family members

4 10. Client Satisfaction Surveys means surveys to measure Clients' overall satisfaction with
5 Mental Health Services, and with specific aspects of those services in order to identify problems and
6 opportunities for improvement

7 11. Client Support System/Family means immediate family members, extended family members,
8 significant others or other supports designated by the Client.

9 12. Closed-loop referral means the people, processes and technologies that are deployed to
10 coordinate and refer Clients to available community resources (i.e., health care, behavioral health services,
11 and/or other support services) and follow-up to verify if services were rendered.

12 13. Clinical Documents means any clinical information, documentation or data collected from
13 the service provider for purposes of conducting concurrent review and coordinating treatment.

14 14. Completion means the completion of a program whereby the Client has made adequate
15 progress in treatment and no longer meets medical necessity for the Level of Care.

16 15. Concurrent Review means the review of treatment authorization requests for inpatient mental
17 health services by providers in order to approve, modify, or deny requests based on medical necessity.
18 The review of the treatment authorization requests is concurrent with the provision of services and is
19 required after the first day of admission through discharge.

20 16. Contract Monitor means a person designated by COUNTY to consult with and assist both
21 CONTRACTOR and any contractor providers in the provision of services to COUNTY Clients as
22 specified herein. The Contract Monitor shall at no time be construed as being ADMINISTRATOR.

23 17. Co-Occurring means a person has at least one substance use disorder and one mental health
24 disorder that can be diagnosed independently of each other.

25 18. Credentialing means a review process conducted by ADMINISTRATOR, including a peer
26 review process, based upon specific criteria, standards and prerequisites, to approve a provider or
27 professional who applies to be contracted to provide care in a hospital, clinic, medical group or in a health
28 plan.

29 19. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
30 operates 24 hours a day that serves Orange County residents, aged 13 and older, who are experiencing
31 behavioral health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization
32 services include psychiatric evaluations provided by Doctors of Medicine (MD), Nurse Practitioners (NP),
33 Doctors of Osteopathic Medicine (DO), counseling/therapy provided by Licensed Clinical Social Workers
34 or Marriage Family Therapists or registered/waivered clinicians, nursing assessments, collateral services
35 that include consultations with family, significant others and outpatient providers, client and family
36 education, crisis intervention services, basic medical services, medication services, and referrals and
37 linkages to the appropriate level of continuing care and community services, including Peer Specialist and

1 Peer Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat Clients for
 2 no longer than 23 hours and 59 minutes. The primary goal of the CSU is to help stabilize the crises and
 3 begin treating Clients in order to refer them to the most appropriate, least restrictive, non-hospital setting
 4 when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of care
 5 is present. The CSU must meet state and local regulatory requirements.

6 20. CYS means the division of Behavioral Health Services responsible for the administration and
 7 oversight of Mental Health Services to children and adolescents.

8 21. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es),
 9 CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic
 10 3 and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association
 11 and/or ICD 10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.

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

16 23. Engagement means the process where a trusting relationship is developed over a short period
 17 of time with the goal to link the Client(s) to appropriate services within the community. Engagement is
 18 the objective of a successful outreach.

19 24. Face-to-Face means an encounter between the Client/parent/guardian and CONTRACTOR
 20 where they are both physically present. This does not include contact by phone, email, etc., except for
 21 Telepsychiatry provided in a manner that meets COUNTY protocols.

22 25. Family Member means any traditional or non-traditional support system, significant other or
 23 natural support designated by the Client.

24 26. Head of Service means an individual ultimately responsible for overseeing the program and
 25 is required to be licensed as a mental health professional.

26 27. Health Care Practitioner (HCP) means a person duly licensed and regulated under Division
 27 2 (commencing with Section 500) of the Business and Professions Code, who is acting within the scope
 28 of their license or certificate.

29 28. Intake means the initial face-to-face meeting between a Client and CONTRACTOR staff in
 30 which specific information about the Client is gathered including the ability to pay and standard admission
 31 forms pursuant to this Contract.

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

37 //

1 30. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides
 2 guidelines for handling involuntary civil commitment to a mental health institution in the State of
 3 California.

4 31. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
 5 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
 6 services to individuals they serve. The license must be current and in force, and has not been suspended
 7 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

8 32. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
 9 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 10 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 11 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 12 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

13 33. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
 14 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
 15 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
 16 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 17 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

18 34. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
 19 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
 20 services to individuals they serve. The license must be current and in force, and has not been suspended
 21 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

22 35. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
 23 of the California Business and Professions Code, who can provide clinical services to individuals they
 24 serve. The license must be current and in force, and has not been suspended or revoked. Also, it is
 25 preferred that the individual has at least one (1) year of experience treating TAY.

26 36. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
 27 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
 28 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 29 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

30 37. Linkage means when a Client has attended at least one appointment or made one visit to the
 31 identified program or service for which the Client has received a referral or to which they have self-
 32 referred.

33 38. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
 34 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
 35 employees who have direct contact with the individuals served.

36 39. Medi-Cal means the State of California’s implementation of the federal Medicaid health care
 37 program which pays for a variety of medical services for children and adults who meet eligibility criteria.

1 40. Medi-Cal Certified Peer Specialists means an individual in a paid position who has been
2 through the same or similar Recovery process as those being assisted to attain their Recovery goals. A
3 Certified Peer Specialist practice is informed by personal experience.

4 41. Medical Necessity means that a service is medically necessary if it is needed in order to
5 address a particular mental health condition. Four parts must be present to meet the criteria for medical
6 necessity: 1) a covered diagnosis per COUNTY’s MHP, 2) an impairment as a result of the disorder that
7 affects Client’s ability to function individually or in the community, 3) the intervention needed must be
8 focused on addressing the impairment, and 4) the intervention must meet specialty mental health service
9 criteria (i.e., the condition being treated would be responsive to mental health treatment, but would not be
10 responsive to physical health care based treatment).

11 42. Medication Services means face-to-face or telehealth/telephone services provided by a
12 licensed physician, licensed psychiatric nurse practitioner, or other qualified medical staff. This service
13 shall include documentation of the clinical justification for use of the medication, dosage, side effects,
14 compliance, and response to medication.

15 43. The Behavioral Health Services Act (BHSA) means a voter-approved initiative to develop a
16 comprehensive approach to providing community-based behavioral health services and supports for
17 California residents.

18 44. MHP means COUNTY as the MHP Manager with COUNTY clinics as well as COUNTY
19 contracted clinics, including CONTRACTOR, being providers in the Plan.

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

23 a. Assessment/Mental Health Evaluation means services designed to provide formal,
24 documented evaluation or analysis of the cause or nature of a Client’s mental, emotional, or behavioral
25 disorders. The Parties understand that such services shall be primarily limited to initial telephone intake
26 examinations to triage and refer the Client to a Network Provider who shall develop the treatment/service
27 plan. Cultural issues should be addressed where appropriate. Additionally, this evaluation should include
28 an appraisal of the individual’s community functioning in several areas including living situation, daily
29 activities, social support systems and health status.

30 b. Collateral Therapy means face-to-face or telephone contact(s) with significant others in
31 the life of the Client necessary to meet the mental health needs of the Client.

32 c. Family Therapy means a clinical service that includes family members identified by the
33 Client in the treatment process, providing education about factors important to the Client’s treatment as
34 well as holistic recovery of the family system.

35 d. Individual Therapy means a goal directed face-to-face therapeutic intervention with the
36 Client which focuses on the mental health needs of the Client.

37 //

1 e. Group Therapy means a goal directed face-to-face therapeutic intervention with a group
 2 of no less than two (2), and for SUD no more than twelve (12), Clients receiving services at the same
 3 time. Such intervention shall be consistent with the Clients goals and focus primarily on symptom
 4 reduction as a means to improve functional impairments.

5 46. Milestones of Recovery Scale (MORS) refers to a Recovery scale that COUNTY uses in
 6 Adult and Older Adult Behavioral Health programs. The scale assigns Clients to their appropriate level
 7 of care and replaces diagnostic and acuity of illness-based tools.

8 47. National Provider Identifier (NPI) means the standard unique health identifier that was
 9 adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
 10 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
 11 HIPAA standard transactions. The NPI is assigned for life.

12 48. Network Provider means mental health service providers credentialed and under contract
 13 with CONTRACTOR. Such providers may be individual practitioners, provider groups, or clinics.

14 49. Notice of Adverse Benefit Determination (NOABD), as outlined in California Code of
 15 Regulations Title 9 Chapter 11 Section 1850.210 and Title 22, Section 50179 means to provide formal
 16 written notification via hand-delivery or mail to Medi-Cal Beneficiaries and faxed or mailed to
 17 ADMINISTRATOR when services are denied, modified, reduced, delayed, suspended or terminated as
 18 specified by State standards.

19 50. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
 20 disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care provider
 21 as set forth in HIPAA.

22 51. Outreach means linking Clients to appropriate Mental Health Services within the community.
 23 Outreach activities will include educating the community about the services offered and requirements for
 24 participation in the various mental health programs within the community. Such activities will result in
 25 CONTRACTOR developing its own Referral sources for programs being offered within the community.

26 52. Out-of-County means any California county other than Orange County or border community.

27 53. Patients' Rights Advocacy means the group responsible for providing outreach and
 28 educational materials to inform Clients about their rights and remedies in receiving mental health
 29 treatment; representing Client' interests in fair hearings, grievances and other legal proceedings related to
 30 the provision of services; and monitoring mental health programs for compliance with patients' rights
 31 legal standards as the designee of the Local Mental Health Director.

32 54. Primary Source Verification means procedures for the review and direct verification of
 33 credentialing information submitted by care providers, including, but not limited to, confirmation of
 34 references, appointments, and licensure.

35 55. Medi-Cal Certified Peer Specialist means an individual in a paid position who has been
 36 through the same or similar Recovery process as those being assisted to attain their Recovery goals in the
 37 CSU. A Peer Specialist is informed by personal experience.

1 56. Program Director means an individual who is responsible for all aspects of administration
 2 and clinical operations of the behavioral health program, including development and adherence to the
 3 annual budget. This individual also is responsible for the following: hiring, development and performance
 4 management of professional and support staff, and ensuring mental health treatment services are provided
 5 in concert with COUNTY and state rules and regulations.

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

12 58. Psychiatrist means an individual who meets the minimum professional and licensure
 13 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience
 14 treating children and TAY.

15 59. Quality Improvement (QI) means the use of interdisciplinary teams to review performance
 16 measures to identify opportunities for improvement. The teams use participatory processes to analyze and
 17 confirm causes for poor performance, design interventions to address causes, implement interventions,
 18 and measure improvement. Successful improvements are then implemented wherever appropriate. Where
 19 interventions are unsuccessful, the team again addresses the causes and designs new interventions until
 20 improvements are achieved.

21 60. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
 22 one percent (1%) of all “high-risk” Medi-Cal recipients in order to monitor and evaluate the quality and
 23 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 24 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
 25 the cases.

26 61. Referral means effectively linking Clients to other services within the community and
 27 documenting follow-up provided within five (5) business days to assure that Clients have made contact
 28 with the referred service(s).

29 62. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
 30 of the California Business and Professions Code, who can provide clinical services to the Clients served.
 31 The license must be current and in force, and has not been suspended or revoked.

32 63. Residential Counselor means an individual in a paid position who has a High School Diploma
 33 or General Educational Development Certificate (GED) and two (2) years’ experience working in a paid
 34 position in the mental health field.

35 64. Resource Recommendation means the process of providing a Client with one or more
 36 suggested resources, without plans and/or an ability to follow up on Linkage status.

37 //

1 65. Retrospective Review means determination of the appropriateness or necessity of services
2 after they have been delivered, generally through the review of the medical or treatment record.

3 66. Self-Referral means when a Client or family member directly contacts a service provider with
4 the goal of receiving services for themselves or a family member, regardless of Linkage status.

5 67. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age
6 of eighteen (18) years who have a behavioral health disorder, as identified in the most recent edition of
7 the DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which
8 results in behavior inappropriate to the child's age according to expected developmental norms. W&I
9 5600.3.

10 68. Service Authorization means the determination of appropriateness of services prior to the
11 services being rendered, based upon medical or service necessity criteria. This includes the authorization
12 of outpatient services authorized by CONTRACTOR.

13 69. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health
14 disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which
15 interferes substantially with the primary activities of daily living, and which may result in an inability to
16 maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for
17 a long or indefinite period of time. W&I 5600.3.

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

22 71. Soft Token means the security device which allows an individual user to access COUNTY's
23 computer-based IRIS.

24 72. Structured Therapeutic Activities means organized program activities that are designed to
25 meet treatment goals and objectives for increased social responsibility, self-motivation, and integration
26 into the larger community. Such activities would include participation in the social structure of the
27 residential program. It includes the Client's progression, with increasing levels of responsibility and
28 independence through job and other assignments culminating in employment seeking and employment-
29 initiating activities in the community.

30 73. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
31 determining an individual's annual liability for Mental Health Services received from the COUNTY
32 mental health system and is set by the State of California. Every Client seen in any COUNTY or
33 COUNTY-contracted program needs an UMDAP regardless of contract payment structure, whether the
34 Contract is actual cost based or fee for service.

35 74. Unit of Service (UOS) means the measurement used to quantify services provided to a Client;
36 these units can vary depending on type of service in the MHP or DMC_ODS plans. Each one (1) hour
37 block that the Client receives crisis stabilization services shall be claimed. Partial blocks of time shall be

rounded up or down to the nearest one (1) hour increment except that services provided during the first hour shall always be rounded up.

75. Wellness Action & Recovery Plan (WRAP) means a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

76. Utilization Management Program means the infrastructure required to carry out the concurrent review services according to this Contract, including, but not limited to, policies and procedures, request staffing and information systems.

77. Warm Hand-off means the process to allow for in-person (or Telehealth/telephonic, if clinically appropriate) care coordination and behavioral health linkages. For transitions of care, the warm handoff is the first step in establishing a trusted relationship between the Client and the new care provider to ensure seamless service delivery and coordination.

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

II. BUDGET

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

Crisis Stabilization Unit

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 1,157,848	\$ 1,478,104	\$ 1,478,104	\$ 4,114,056
TOTAL	\$ 1,157,848	\$ 1,478,104	\$ 1,478,104	\$ 4,114,056
ADMINISTRATIVE COSTS				
PROGRAM COSTS				
Salaries	\$3,502,827	\$ 4,471,694	\$ 4,471,694	\$ 12,446,215
Benefits	1,015,820	1,296,791	1,296,791	3,609,402
Services and Supplies	986,615	1,259,509	1,259,509	3,505,633
Subcontractor	<u>2,213,723</u>	<u>2,826,029</u>	<u>2,826,029</u>	<u>7,865,781</u>
TOTAL PROGRAM COSTS	\$7,718,985	\$ 9,854,023	\$ 9,854,023	27,427,031
TOTAL COST	\$ 8,876,833	\$11,332,127	\$11,332,127	\$31,541,087

1	REVENUE				
2	FFP Medi-Cal	\$4,438,416	\$5,666,063	\$5,666,063	\$15,770,542
3	MHSA/BHSA	<u>\$4,438,417</u>	<u>\$5,666,064</u>	<u>\$5,666,064</u>	<u>\$15,770,545</u>
4	TOTAL REVENUE	\$8,876,833	\$11,332,127	\$11,332,127	\$31,541,087
5					
6	TOTAL AMOUNT NOT				
7	TO EXCEED	\$8,876,833	\$11,332,127	\$11,332,127	\$31,541,087
8					
9					
10	Crisis Residential Program				
11		<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
12					
13	ADMINISTRATIVE				
14	COSTS				
15	Indirect Costs	<u>\$ 390,181</u>	<u>\$ 498,104</u>	<u>\$ 498,104</u>	<u>\$ 1,386,389</u>
16	TOTAL				
17	ADMINISTRATIVE	\$ 390,181	\$ 498,104	\$ 498,104	\$ 1,386,389
18	COSTS				
19	PROGRAM COSTS				
20	Salaries	\$ 1,132,247	\$ 1,445,422	\$ 1,445,422	\$ 4,023,091
21	Benefits	328,352	419,173	419,173	1,166,698
22	Services and Supplies	1,030,884	1,316,022	1,316,022	3,662,928
23	Subcontractor	<u>109,726</u>	<u>140,075</u>	<u>140,075</u>	<u>389,876</u>
24	TOTAL PROGRAM				
25	COSTS	\$ 2,601,209	\$ 3,320,692	\$ 3,320,692	\$ 9,242,593
26	Total Costs	\$ 2,991,390	\$ 3,818,796	\$ 3,818,796	\$ 10,628,982
27					
28	REVENUE				
29	FFP Medi-Cal	\$ 1,000,000	\$ 1,527,518	\$ 1,527,518	\$ 4,055,036
30	MHSA/BHSA	<u>1,991,390</u>	<u>2,291,278</u>	<u>2,291,278</u>	<u>6,573,946</u>
31	TOTAL REVENUE	\$ 2,991,390	\$ 3,818,796	\$3,818,796	\$ 10,628,982
32	TOTAL AMOUNT NOT				
33	TO EXCEED	\$2,991,390	\$3,818,796	\$3,818,796	\$ 10,628,982
34					

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Amount Not to Exceed identified in Subparagraph II.A. of this Exhibit A to the Contract includes Indirect Costs not to exceed ten

1 fifteen (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).
 2 Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include
 3 operating income.

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

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

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

25
 26 **III. PAYMENTS**

27 A. BASIS FOR PAYMENT: COUNTY shall pay CONTRACTOR monthly, in arrears, the
 28 provisional amount of \$1,262,566 per month for Period One, \$1,262,576 per month for Period Two and
 29 \$1,262,576 per month for Period Three. All payments are interim payments only and are subject to Final
 30 Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall
 31 be reimbursed for the actual cost of providing the services in this Exhibit A, which may include Indirect
 32 Administrative Costs, as identified in Paragraph II.A. of this Exhibit A to the Contract; provided, however,
 33 the total of such payments does not exceed COUNTY’s Amount Not to Exceed as specified in the
 34 Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are
 35 reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its
 36 discretion, pay supplemental invoices or make advance payments for any month during the term.

37 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and

1 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
2 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
3 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

14 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide
15 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar
16 day of each month. Invoices received after the due date may not be paid within the same month. Payments
17 to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt
18 of the correctly completed invoice form.

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

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

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

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

29 30 **IV. REPORTS**

31 A. CONTRACTOR is required to comply with all applicable reporting requirements, including the
32 requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9 of
33 the California Code of Regulations, as well as any reports required of LPS designated facilities in the
34 County of Orange.

35 B. CONTRACTOR shall enter demographic information of all Clients served, direct services
36 information, and other appropriate data into COUNTY's data information system (IRIS), including the
37 utilization of the BHS Access Logs and NOABD reporting as required for all programs.

1 C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
 2 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
 3 include, but not limited to, descriptions of any performance objectives, outcomes, and/or interim findings
 4 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
 5 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
 6 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
 7 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than the twentieth
 8 (20th) calendar day following the end of the month being reported.

9 D. On a monthly basis, CONTRACTOR shall report the following information to
 10 ADMINISTRATOR for the CSU services:

- 11 1. Number of admissions, both involuntary and voluntary;
- 12 2. Referral source;
- 13 3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);
- 14 4. Average daily census;
- 15 5. Average length of stay (LOS);
- 16 6. Number of discharges and inpatient transfers;
- 17 7. Type of residence upon discharge;
- 18 8. Instances of Restraint and Seclusions/Initiated and Instances of Seclusions;
- 19 9. Percentages of Clients seen for medication by MD/NP within an hour;
- 20 10. Percentages Discharged to a lower level of care and higher level of care;
- 21 11. Number of stays over twenty-four (24) hours and respective LOS for each;
- 22 12. A mutually agreed upon measure of seclusion and restraint utilization;
- 23 13. Recidivism, defined as readmissions occurring up to 14 and 60 calendar days post-discharge;

24 and

25 14. Data regarding recidivating Clients with unmet needs, defined as Clients with four or more
 26 admissions in a month.

27 15. Summary of Satisfaction Survey Results

28 E. ACCESS LOG – CONTRACTOR shall enter all appropriate services into County BHS Access
 29 Log in IRIS.

30 F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue
 31 that materially or adversely affect the quality or accessibility of services provided by, or under contract
 32 with, COUNTY.

33 G. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
 34 welfare of the Clients seen, including, but not limited to, serious physical harm to self or others, serious
 35 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
 36 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
 37 incident in the form of a Special Incident Report (SIR). CONTRACTOR shall also notify Community

Care Licensing (CCL) within twenty-four (24) hours of any such serious adverse incidents.

H. 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 thirty (30) calendar days for CONTRACTOR to respond.

I. CONTRACTOR shall inform ADMINISTRATOR of any problems in collecting data, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Contract shall be included.

J. CONTRACTOR shall, upon ADMINISTRATOR’s request, revise and make changes to all reports as needed.

K. CONTRACTOR shall report the following information to ADMINISTRATOR for the Crisis Residential services:

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

2. On a monthly basis or as requested by ADMINISTRATOR, CONTRACTOR shall report the following information to ADMINISTRATOR:

- a. current schedule of groups and activities;
- b. a description of chart compliance activities as well as the outcome of chart reviews;
- c. number of admissions;
- d. referral source upon admission;
- e. type of funding upon admission;
- f. average length of stay;
- g. number of admissions by funding (Medi-Cal, unfunded, etc.);
- h. average daily census;
- i. number of discharges;
- j. type of residence on discharge (independent, home with family, Sober Living, etc.);
- k. voluntary and involuntary hospitalizations that occur during Client’s stay or within forty-eight (48) hours of discharge;
- l. readmissions within forty-eight (48) hours and within fourteen (14) days of discharge;
- m. number of individual counseling sessions and duration of sessions per month;
- n. number of educational groups and the duration of each group type provided to Clients per month;
- o. number of attendees to the groups per month; and
- p. percentage of Clients attending groups.

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

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

4 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify this
 5 Reports paragraph in Exhibit A.

6
 7 **V. CRISIS STABILIZATION SERVICES**

8 **A. FACILITIES**

9 1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to
 10 Clients aged thirteen (13) and above at the following facility, which meets the minimum requirements for
 11 Medi-Cal eligibility and Designation:

12
 13 265 South Anita Drive
 14 Orange, CA 92868

15
 16 2. CONTRACTOR shall provide Crisis Stabilization Services twenty-four (24) hours per day
 17 seven (7) days per week, 365 days per year.

18 3. CONTRACTOR shall continue service delivery as existing provider of service and there shall
 19 be no disruption in services.

20 4. The facility shall have access for persons presenting on a drive-up basis, walk-in, via police
 21 drop off and ambulance delivery.

22 5. The facility shall have a minimum of seventy-three hundred (7,300) square feet with the
 23 majority of the space dedicated to Clients served and their care. Treatment areas shall be in visible line
 24 of sight from the nursing area. Space shall be allocated for: rest; socialization/living room; dining;
 25 seclusion and restraint/quiet rooms for agitated persons; private intake/exam space; medication room; and
 26 sufficient workspace for staff and conference/meeting rooms. Space shall be designed for the Clients
 27 treated and treatment staff to coningle for the majority of the time and shall enable them to work together
 28 in an easily accessible fashion. There shall be space dedicated for their families and significant
 29 others/support network to receive collateral treatment and areas for family/significant others to participate
 30 in program, visit, and stay with the Client being treated as clinically indicated. Nursing stations will be
 31 open and easily accessible for staff and Clients to communicate.

32 6. The facility shall be used exclusively for the CSU and COUNTY shall have full access to the
 33 facility and to COUNTY’s service providers at any time. CONTRACTOR is responsible for maintenance,
 34 repair, and capital improvements to the facility.

35 7. The facility shall meet the standards of the applicable sections of:
 36 a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for
 37 Crisis Stabilization Services;

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

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

d. All SD/MC requirements as delineated in California Code of Regulations, Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services; and

e. All applicable requirements delineated in Division 5 of the California Welfare & Institutions Code and required by ADMINISTRATOR for LPS designated facilities.

8. CONTRACTOR shall be SD/MC certified prior to the effective date for commencing contracted services. To obtain COUNTY’s certification of CONTRACTOR’s site, CONTRACTOR shall be responsible for making any necessary changes to meet or maintain Medi-Cal site standards.

9. CONTRACTOR shall be LPS designated prior to the effective date for commencing contracted services for Clients involuntarily detained on Welfare and Institutions Code 5150 or 5585 holds.

10. The facility shall have a capacity to serve twenty-two (22) Clients at one time and twenty-four (24) Clients per day and will include adequate physical space to support the services identified within this Contract.

11. CONTRACTOR’s administrative staff holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

B. CLIENTS TO BE SERVED:

1. Orange County Residents;

2. Experiencing a behavioral health emergency, may have a co-occurring disorder, at risk of hospitalization and cannot wait for a regularly scheduled appointment; and

3. Individuals thirteen (13) years of age or more.

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide psychiatric crisis stabilization services to individuals in behavioral health crisis on a twenty-four (24) hours a day basis to provide a viable option to the default presentation to emergency departments. Crisis Stabilization Services shall be rendered to any individual presenting for services who is in a behavioral health crisis and cannot wait for their regularly scheduled appointment if it is medically safe to do so. Crisis Stabilization services shall include, but are not limited to: psychiatric assessment, physical screening, collateral history, therapy, crisis intervention, medication services, education, nursing assessment, peer specialist services, coordination of referrals to continuing care and emergency housing, post discharge planning and facilitation of transfer of Clients to inpatient treatment facilities when clinically appropriate and indicated. Services described herein are primarily

1 | designed to provide timely and effective crisis intervention and stabilization for persons experiencing
2 | behavioral health emergencies. The goals also include: minimize distress for the Client/family resulting
3 | from lengthy waits in emergency departments, reduce the wait time for law enforcement presenting
4 | Clients for emergency behavioral health treatment; and treating the Client in the least restrictive, most
5 | dignified setting as appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment
6 | options whenever possible and appropriate. Services shall be provided in compliance with Welfare &
7 | Institutions Code and consistent with all patients' rights regulations, upholding the dignity and respect of
8 | all Clients served and meeting the goals for such services. The services shall also be provided utilizing
9 | Trauma Informed and Recovery Model principles that are person-centered, strengths-based,
10 | individualized, focused on imparting hope and identifying strengths and resiliency in all persons served.
11 | Services shall be tailored to the unique strengths of each Client and will use shared decision-making to
12 | encourage the Client to manage their behavioral health treatment, set their own path toward recovery and
13 | fulfillment of their hopes and dreams. CONTRACTOR shall have an affiliation with an identified hospital
14 | that will be providing the facility with access to medical, laboratory and pharmaceutical support prior to
15 | initiating services.

16 | 2. CONTRACTOR shall perform clinical and psycho-diagnostic assessment using the most
17 | recent DSM and/or ICD10 to include clinical consideration of each fundamental need: physical,
18 | psychological, familial, educational, social, environmental and recreational. Additional examinations,
19 | tests and evaluations may be conducted as clinically indicated. Findings of the examinations and
20 | evaluations shall be documented in the client record and signed by CONTRACTOR's appropriate and
21 | responsible staff.

22 | 3. CONTRACTOR shall provide psychiatric evaluations by licensed psychiatrist or psychiatric
23 | nurse practitioner(s) who shall issue prescriptions and order medications as clinically indicated.
24 | Medication support services shall include a system of medication quality review provided by well-trained,
25 | experienced psychiatrists knowledgeable in the use of medication to improve functioning.

26 | 4. CONTRACTOR shall complete physical health assessments which shall be performed by a
27 | physician, doctor of osteopathy, a nurse practitioner or registered nurse. CONTRACTOR shall provide
28 | or arrange for laboratory tests as are necessary to adequately complete the assessment and to support
29 | continued psychiatric stabilization of the Client. Non-emergency medical intervention will be provided
30 | on-site by qualified and trained and appropriately licensed individuals.

31 | 5. CONTRACTOR shall engage both the Client and the Clients' family or other significant
32 | support persons whenever possible. Such collateral services may include providing therapy to
33 | parents/guardians, adult caregivers or significant others to help the Client in maintaining living
34 | arrangements in the community. CONTRACTOR shall refer such caregiver(s) to appropriate community
35 | supports, and/or educational services. CONTRACTOR shall document contact with family/support
36 | persons or document why such contact is not possible or not advisable.

37 | 6. CONTRACTOR shall obtain valid consents from the Clients, parents or courts for treatment

1 as required.

2 7. CONTRACTOR shall provide a sufficient amount of treatment services at all times to
3 accommodate the Clients served and their supports not able to participate during regular daytime hours.

4 //

5 8. CONTRACTOR shall provide individual sessions for intake, recovery planning, and
6 discharge. Additional individual counseling sessions shall take place as clinically necessary.

7 9. CONTRACTOR shall use individual therapy, brief intensive services, motivational
8 interviewing, and short-term group therapy modalities including psycho-educational, cognitive behavioral
9 and self-soothing therapy techniques.

10 10. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may
11 include, but not be limited to: building a wellness toolbox or resource list, trauma informed principles of
12 self-care, healthy habits, symptom monitoring, triggers and early warning signs of symptoms/relapse,
13 identifying a crisis plan, and WRAP, etc.

14 11. CONTRACTOR shall provide all medically necessary substance use disorder treatment
15 services for Clients who are living with a co-occurring substance use disorder problem in addition to their
16 behavioral health issues as appropriate and shall make appropriate referrals to the SUD system of care for
17 needs that extend beyond those that co-occur during the course of the mental health crisis stabilization
18 episode.

19 12. CONTRACTOR shall develop strategies to advance trauma-informed care and to
20 accommodate the vulnerabilities of trauma survivors.

21 13. Services are to be provided in an environment which is compatible with and supportive of a
22 recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique
23 strengths of each Client. The focus will be on personal responsibility for symptom management and
24 independence, which fosters empowerment, hope, and an expectation of recovery from behavioral health
25 illness. Recovery oriented and trauma informed language and principles shall be evident and incorporated
26 in CONTRACTOR’s policies, program design and space, and practice.

27 14. CONTRACTOR shall sustain a culture that supports and employs Peer Specialists in
28 providing supportive socialization for Clients that will assist in their recovery, self-sufficiency and in
29 seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of
30 recovery as much as possible to stimulate the milieu with the notion that recovery is possible and to
31 destigmatize behavioral health issues, inspire, and provide guidance.

32 15. CONTRACTOR shall ensure that Clients leave the facility with a medication supply (seven
33 (7) to fourteen (14) day supply) sufficient to bridge them to their aftercare appointment with a prescribing
34 provider by establishing a contractual agreement with a licensed pharmacy to deliver and supply discharge
35 medications as necessary.

36 16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their
37 prescribing practices and in accordance with the HCA Behavioral Health Services (BHS) practice

1 | guidelines.

2 | 17. CONTRACTOR shall have light meals and snacks available. Food will be nutritious and
 3 | balanced and consist of an array of different foods that consider the special dietary and ethnic and cultural
 4 | needs/values of the Clients served.

5 | 18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of
 6 | care and community-based services designed to avoid hospitalization.

7 | 19. CONTRACTOR shall develop a written discharge and aftercare plan, including written
 8 | discharge instructions for each Client that shall be based on the assessment and diagnosis of that Client.
 9 | The discharge/aftercare plan and discharge instructions shall include all required elements for designated
 10 | facilities.

11 | 20. CONTRACTOR shall adhere to any/all LPS designated facility requirements including
 12 | providing assessments for involuntary hospitalization when necessary. This service must be available
 13 | twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

14 | 21. CONTRACTOR shall make follow up calls to assist Clients in making successful linkage to
 15 | on-going behavioral health services. Such calls shall be initiated within twenty-four (24) hours during
 16 | business days and seventy-two (72) hours of discharge during weekend periods and shall be documented
 17 | in the medical record as a Care Coordination Services as appropriate.

18 | 22. As a designated outpatient facility, the facility may evaluate and treat Clients for no longer
 19 | than twenty-three (23) hours and fifty-nine (59) minutes. CONTRACTOR shall have a process in place
 20 | for describing actions taken when a person seen at the CSU has an episode that exceeds the twenty-three
 21 | (23) hours and fifty-nine (59) minute limitation for a CSU stay. At a minimum, CONTRACTOR shall
 22 | notify COUNTY’s Patient Rights Advocate of these instances. CONTRACTOR shall follow designated
 23 | outpatient requirements as modified by the state for Crisis Stabilization.

24 | 23. CONTRACTOR is responsible to provide or arrange for the transport of Clients requiring an
 25 | inpatient level of care. This may include establishing a system both emergency and non emergency
 26 | transportation.

27 | D. QUALITY IMPROVEMENT

28 | 1. CONTRACTOR shall participate in any clinical case review and implement any
 29 | recommendations made by COUNTY to improve the care provided to the individuals seen.

30 | 2. CONTRACTOR shall conduct Supervisory Review in accordance with procedures
 31 | developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
 32 | with all federal, state, and local guidelines and standards.

33 | 3. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
 34 | reflected in the individual’s chart within twenty-four (24) hours after completion of each service.

35 | 4. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
 36 | Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR,
 37 | which describes, but is not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting

1 standards. CONTRACTOR shall have a utilization management process in place to internally monitor
 2 documentation and billing standards on a routine basis.

3 5. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
 4 including the capability to utilize COUNTY’s IRIS system, to enter appropriate data. CONTRACTOR
 5 shall regularly review one hundred percent (100%) of their charting for accuracy and clinical
 6 appropriateness, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps
 7 and establish mechanisms to prevent inaccurate claim submissions and follow up on corrections in a
 8 timely manner. CONTRACTOR agrees to develop their own Electronic Health Record or agree to utilize
 9 COUNTY’s IRIS system as their primary electronic record, eliminating the need for dual entry.

10 6. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
 11 improvement meetings and processes. Such records and minutes also are subject to regular review by
 12 ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
 13 ADMINISTRATOR’s P&P.

14 7. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
 15 meetings and complete all Medication Monitoring reports required by COUNTY.

16 8. CONTRACTOR shall allow COUNTY to review the quantity and quality of services
 17 provided pursuant to this Contract. This review will be conducted at CONTRACTOR's facility(ties)
 18 and/or by remote review and will consist of a review of medical and other records of clients provided
 19 services pursuant to the Contract.

20 9. At all times during the term of this Contact, CONTRACTOR shall maintain a compliance
 21 program in accordance with COUNTY .

22 10. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited
 23 to, the following:

24 a. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical
 25 care and implement any recommendations made by COUNTY to improve individual care.

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

30 c. Any trainings that COUNTY recommends or deems necessary.

31 d. Any presentations/in-services as requested by COUNTY to educate other COUNTY and
 32 COUNTY-contracted providers regarding the aforementioned services and pertaining to new
 33 providers/systems of care so that CONTRACTOR is educated, apprised, up to date, knowledgeable and
 34 part of the larger COUNTY system of care.

35 e. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR
 36 and/or ADMINISTRATOR.

37 11. CONTRACTOR will follow the following guidelines for COUNTY tokens:

1 a. CONTRACTOR recognizes access Soft Tokens are granted to specific staff members
2 with a unique password. Passwords are not to be shared with anyone.

3 b. CONTRACTOR shall maintain an inventory of staff members granted access to Soft
4 Tokens.

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

7 d. CONTRACTOR shall notify ADMINISTRATOR when changes have occurred under
8 the following conditions:

- 9 1) Each staff member who no longer supports this Contract;
- 10 2) Each staff member who no longer requires access to the HCA IRIS;
- 11 3) Each staff member who leaves employment of CONTRACTOR;
- 12 4) If Soft Token is malfunctioning; or
- 13 5) Termination of Contract.

14 e. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.
15 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if
16 available, and if applicable.

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

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

21 b. CONTRACTOR, including each employee that provides services under the Contract,
22 will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
23 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
24 ADMINISTRATOR, all NPI as soon as they are available.

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

29 14. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
30 conduct research activity on individuals seen in COUNTY services without obtaining prior written
31 authorization from ADMINISTRATOR.

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

37 16. CONTRACTOR shall maintain all requested and required written policies, and provide to

ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not limited to, the following:

//

- a. Admission Criteria and Admission Procedure;
- b. Assessments;
- c. Individual and Group Counseling Sessions;
- d. Crisis Intervention/Evaluation for Involuntary Holds;
- e. Treatment of Non-Compliant Individuals/Unplanned Discharges;
- f. Medication Management and Medication Monitoring;
- g. Recovery Program Policies and Practices;
- h. Community Integration/Case Management/Discharge Planning;
- i. Documentation Standards;
- j. Quality Management/Performance Outcomes;
- k. Individual Rights;
- l. Personnel/In service Training;
- m. Ensuring Proper Staffing;
- n. Unusual Occurrence Reporting;
- o. Code of Conduct/Compliance;
- p. Mandated Reporting;
- q. Seclusion and Restraints;
- r. De-escalation Techniques, including use of voluntary and/or emergency medications;
- s. Meals and Snack Services;
- t. Transportation Services;
- u. Peer Support Services;
- v. Chart Review Protocol; and
- w. Any/all required LPS Designation Protocols.

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

- a. Orientation to the programs' goals and P&Ps;
- b. Training on subjects as required by state regulations;
- c. Orientation to the services in this Paragraph V. of this Exhibit A to the Contract;
- d. Recovery philosophy, Trauma Informed Care and individual empowerment;
- e. Crisis intervention and de-escalation;
- f. Substance use disorder and dependence;
- g. Motivational interviewing;
- h. Seclusion and Restraints;

- i. Crisis Prevention and Crisis Intervention Training;
- j. Documentation Training;
- k. Assessment and Diagnosis;
- l. LPS Involuntary Detention Policies; and
- m. Community and Ancillary Resources.

E. PROGRAM DIRECTOR – The Program Director will have ultimate responsibility for the program (s) and will ensure the following:

1. CONTRACTOR shall maintain adequate records on each individual seen in services, which shall include all required forms and evaluations, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services;

2. CONTRACTOR shall designate a qualified reviewer of records. This reviewer shall complete one hundred percent (100%) review of individual charts regarding clinical documentation, ensuring all charts are in compliance with medical necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

3. Provide clinical direction and training to staff on all clinical documentation;

4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);

5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues, professional consultations, or medication evaluations; and

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

F. PERFORMANCE OUTCOMES

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

a. Sustain an average daily census of twenty four (24) unduplicated individuals per day;

b. At least sixty percent (60%) of Clients admitted shall be successfully stabilized and returned to the community;

c. At least seventy-five percent (75%) of Clients returned to the community shall successfully link (keep appointment) to on-going behavioral health services within fourteen (14) calendar days of discharge;

d. Provide timely evaluations as measured by completing ninety-five percent (95%) of CSU admissions within one (1) hour of Clients arrival on a monthly basis; and

e. CONTRACTOR shall work towards the ability to track the rate of readmission to any CSU within two days of CONTRACTOR discharge and will remain below two percent (2%) of all admissions.

f. CONTRACTOR and COUNTY shall work towards the ability to track the rate of mobile

1 Crisis Assessment Team (CAT) response within two days of discharge will remain below five percent
2 (5%) of all admissions.

3 //

4 //

5 g. CONTRACTOR shall participate in a shared bed board with other COUNTY and
6 COUNTY-contracted CSUs to ensure flow of clients through services and to avoid duplication of efforts
7 regarding referrals.

8 h. CONTRACTOR shall allow COUNTY access to daily census at any time and shall allow
9 access to all client records.

10 G. DATA: On a monthly basis, CONTRACTOR shall report the following information to
11 ADMINISTRATOR:

- 12 1. Number of admissions, both involuntary vs voluntary;
- 13 2. Referral source;
- 14 3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);
- 15 4. Average daily census;
- 16 5. Average length of stay (LOS);
- 17 6. Number of discharges and inpatient transfers;
- 18 7. Type of residence upon discharge;
- 19 8. Summary of Satisfaction Survey Results;
- 20 9. Instances of Restraint and Seclusions/Initiated and Instances of Seclusions;
- 21 10. Percentages of Clients seen for medication by MD/NP within an hour;
- 22 11. Percentages Discharged to a lower level of care and higher level of care;
- 23 12. Number of stays over twenty-four (24) hours and respective LOS for each; and
- 24 13. Data regarding recidivating Clients with unmet needs, defined as Clients with four or more
25 admissions in a month.

26 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Crisis
27 Stabilization Services Paragraph of this Exhibit A to the Contract.

28
29 **VI. CRISIS RESIDENTIAL SERVICES**

30 **A. FACILITIES**

31 1. CONTRACTOR shall maintain a facility(ies) for the provision of Adult Crisis Residential
32 Services. The facility(ies) shall include space to support the services identified within the Contract.

33 2. CONTRACTOR shall meet the standards of the applicable sections of:

- 34 a. HSC Code 1520 et.seq;
- 35 b. CCR, Title 22. Division 6, Chapter 2, Social Rehabilitation Facilities; Subchapter 1,
36 Article 7;
- 37 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social

1 Rehabilitation Programs;

2 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;

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

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

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

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

14 5. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule
15 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

16 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short-term crisis residential
17 services to individuals evaluated by and referred by COUNTY, COUNTY contractors, and other referring
18 providers as appropriate. CONTRACTOR will serve as the principal source to authorize admissions of
19 individuals who meet the following criteria:

20 1. Adults 18 (eighteen) years and older whose needs are compatible with those of other Clients
21 if they require the same level of care and supervision and all Community Care Licensing requirements
22 can be met;

23 2. COUNTY Client;

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

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

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

27 C. ADULT CRISIS RESIDENTIAL PROGRAM – This program operates twenty-four (24) hours a
28 day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation model,
29 which is designed to increase client's self sufficiency and enhance individuals' social connections with
30 family or community so that they can move back into the community and prevent inpatient stays. Short-
31 term crisis residential services will be provided to adults who are in behavioral health crises and may be
32 at risk of psychiatric hospitalization and will involve families and significant others throughout the
33 treatment episodes so that the dynamics of the Clients' circumstances are improved prior to discharge.
34 For individuals who are referred from Adult and Older Adult Behavioral Health Services County or
35 County-contracted behavioral health providers, CONTRACTOR shall collaborate with the existing
36 providers to arrange for discharge planning, appropriate housing placements, in addition to securing
37 linkages to ongoing treatment providers prior to discharge. Crisis residential services provide beneficial,

1 temporary alternatives for people experiencing acute psychiatric episodes or intense emotional distress
2 who might otherwise face voluntary or involuntary inpatient treatment. CONTRACTOR shall provide
3 crisis intervention, therapy, medication monitoring and evaluation to determine the need for the type and
4 intensity of additional services within a framework of evidence based and trauma-informed approaches
5 to recovery planning, including a rich peer support component. Services shall include treatment for co-
6 occurring disorders based on either harm-reduction or abstinence-based approaches, if clinically
7 appropriate, to wellness and recovery, including providing a safe, smoke free, drug free, accepting
8 environment that nurtures Clients' processes of personal growth and overall wellness.
9 CONTRACTOR must emphasize mastery of daily living skills and social development using strength-
10 based approaches that support recovery and wellness. The residential settings will create solid links
11 to the continuum of care with heavy emphasis on housing supports and linkages that will ease the
12 transitions into independent living and prevent recidivism. Intensive psychosocial services are provided
13 on an individual and group basis by licensed and licensed-waivered mental health professionals, including
14 therapy, crisis intervention, group education, assistance with self-administration of medications, focusing
15 on teaching clients how to become independent and self sufficient in remembering when to request their
16 medications and case management. The focus is on recovery and intensive behavioral health treatment,
17 management and discharge planning, linkage and reintegration into the community. The average length
18 of stay per Client is twenty one (21) calendar days. The program will offer an environment where Clients
19 are supported as they look at their own life experiences, set their own paths toward recovery, and work
20 towards the fulfillment of their hopes and dreams. The Clients are expected to participate fully in all
21 program activities, including all individual sessions, groups and recovery oriented outings.

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

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

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

- 30 a. Admission Services:
 - 31 1) CONTRACTOR shall admit individuals who have been determined to meet
32 admission criteria and will have the Client sign an admission agreement describing the services to be
33 provided, Client rights, and the expectations of the Client regarding house rules and involvement in all
34 aspects of the program, including individual and group therapy sessions.

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

- 37 3) During the initial seventy-two (72) hours subsequent to admission, Clients will be

1 | expected to remain on site at all times to ensure integration into the program. After this initial period,
 2 | Client may be eligible for a day pass to an approved activity, usually an MD appointment or an
 3 | appointment for housing, etc. Prior to the approved activity pass, the Client must be clinically evaluated
 4 | an hour prior to departure and immediately upon returning to the facility. These clinical evaluations will
 5 | be clearly documented in the Client’s chart.

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

8 | 5) CONTRACTOR shall be responsible for Client’s TB testing upon admission if
 9 | Client has not completed the test prior to admission to the program.

10 | 6) CONTRACTOR shall not deny referrals for Clients that meet medical necessity if
 11 | CONTRACTOR has available space and appropriate staffing.

12 | 7) CONTRACTOR and Client will together develop a written plan of care specifying
 13 | goals and objectives, involving Client’s family and support persons as appropriate, and as aligned with a
 14 | recovery focused, person-centered and directed approach within seventy-two (72) hours of admission.
 15 | CONTRACTOR shall involve the Client’s family and support persons, or document attempts to obtain
 16 | agreement until agreement is obtained or the Client is discharged.

17 | 8) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a
 18 | discharge date in collaboration with the Client and their family/support system. The targeted discharge
 19 | date will be within twenty-one (21) calendar days after admission.

20 | b. Therapeutic Services:

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

24 | 2) CONTRACTOR shall provide group counseling sessions at least four (4) times daily
 25 | to assist Clients in developing skills that enable them to progress towards self-sufficiency and to reside in
 26 | less intensive levels of care. Topics may include, but not be limited to: self-advocacy, personal identity,
 27 | goal setting, developing hope, coping alternatives, processing feelings, conflict resolution, relationship
 28 | management, proper nutrition, personal hygiene and grooming, household management, personal safety,
 29 | symptom monitoring, etc. These groups will be clearly documented in the individual’s chart. All
 30 | therapeutic process groups will be facilitated by a licensed clinician or clinically supervised
 31 | registered/waivered clinicians.

32 | 3) CONTRACTOR shall provide individual therapeutic sessions provided by a
 33 | MD/DO/NP, licensed clinician, or clinically supervised registered/waivered staff at least one time a day
 34 | to each Client and these sessions will be clearly documented in the chart.

35 | 4) CONTRACTOR shall support a culture of “recovery” which focuses on personal
 36 | responsibility for a Client’s behavioral health management and independence, and fosters Client
 37 | empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be

1 encouraged and assigned to each Client on a daily basis to foster responsibility and learning of independent
2 living skills. These chores will be followed up on by residential staff, in the spirit of learning, who will
3 also assist the Client in learning the new skills and completing the chores as needed.

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

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

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

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

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

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

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

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

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

1 14) CONTRACTOR shall sustain a culture that supports Certified Peer Specialists in
 2 providing supportive socialization for Clients that will assist Clients in their recovery, self-sufficiency and
 3 in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of
 4 recovery as much as possible to infuse the milieu with the notion that recovery is possible.

5 15) CONTRACTOR shall provide close supervision and be aware of Clients'
 6 whereabouts at all times to ensure the safety of all Clients. Every clinician and Residential Counselor will
 7 have an assigned caseload and be responsible for the monitoring of the assigned Clients. CONTRACTOR
 8 shall provide routine room checks in the evening and document observations. Rounds are completed by
 9 staff on regular intervals.

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

12 c. Case Management/Discharge Services:

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

18 2) CONTRACTOR shall collaborate proactively with Client's Mental Health Plan
 19 Provider when such is required to link Clients to COUNTY or contracted housing services which may
 20 include continued temporary housing, permanent supported housing, interim placement, or other
 21 community housing options.

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

29 4) CONTRACTOR shall coordinate treatment with physical health providers as
 30 appropriate and assist Clients with accessing medical and dental services and providing transportation and
 31 accompaniment to those services as needed.

32 5) CONTRACTOR shall develop a plan to provide a van/car for each admission as
 33 needed accompanied by a Residential Counselor so that a warm hand-off can occur when a Client is in
 34 need of transport to the facility. This will also ensure that the engagement and welcoming process
 35 commences immediately when a referral is received. Transportation out of the program will also be
 36 required to be provided by CONTRACTOR.

37 6) CONTRACTOR shall obtain concurrent review from ADMINISTRATOR for

1 Clients who are deemed necessary to stay in the program for more than twenty-one (21) calendar days.
 2 CONTRACTOR will abide by County Policies from ADMINISTRATOR for Clients who are deemed
 3 necessary to stay in the program for more than twenty-one (21) calendar days.

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

13 8) In the event a Client leaves the program against clinical advice, CONTRACTOR
 14 shall hold Client’s bed open for twenty-four (24) hours unless otherwise mutually agreed upon by
 15 ADMINISTRATOR and CONTRACTOR.

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

20 d. Medication Support Services:

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

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

28 3) CONTRACTOR shall obtain signed medication consent forms for each psychotropic
 29 medication prescribed.

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

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

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

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

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

6 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
 7 frequency necessary to manage the acute symptoms to allow the Client to safely stay at the Crisis
 8 Residential Program and to prepare the Client to transition to outpatient level of care upon discharge. At
 9 a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatric prescribing
 10 provider within twelve (12) hours after admission and will have a psychiatric prescribing provider
 11 available as needed for medication follow-up as needed or at a minimum twice per week thereafter.

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

17 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
 18 unfunded Clients.

19 e. Transportation Services:

20 1) CONTRACTOR shall provide transportation services for program related activities
 21 which may include, but not be limited to, transportation to appointments deemed necessary for medical
 22 or dental care or activities related to and in support of preparation for discharge and/or community
 23 integration. All other non-crucial appointments will be delayed until after the Client is discharged.
 24 CONTRACTOR staff will accompany Clients on these necessary appointments.

25 f. Food Services:

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

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

30 b) CONTRACTOR shall create opportunities for Clients to participate in the
 31 planning, preparation and clean-up of food preparation activities.

32 c) Food Services will meet meal and food supply requirements, including an
 33 abundant supply of healthy and fresh food options, including fruits, vegetables and other items that
 34 promote healthy choices and wellness.

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

- 37 1. Maintenance of adequate records on each Client which shall include all required forms and

1 | evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and responsibilities, on-
2 | going progress notes, and records of service provided by various personnel in sufficient detail to permit
3 | an evaluation of services.

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

7 | 3. The Clinical Supervisor, the Program Administrator/Manager or designated Qualified Staff
8 | will complete one hundred percent (100%) review of Client charts regarding clinical documentation,
9 | ensuring all charts are in compliance with medical necessity and Medi-Cal and Medicare requirements.
10 | Charts will be reviewed within one day of admission to ensure that all initial charting requirements are
11 | met and at the time of discharge. CONTRACTOR shall ensure that all chart documentation complies
12 | with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart
13 | documentation is completed within the appropriate timelines.

14 | 4. Provide clinical direction and training to staff on all clinical documentation and treatment
15 | plans/problem lists;

16 | 5. Retain on staff, at all times, a qualified individual trained by ADMINISTRATOR's QMS
17 | division; ADMINISTRATOR is requesting that Clinical Supervisor and Program Administrator/Manager
18 | positions carry out these duties;

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

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

23 | 8. Review and approve all monthly/quarterly/annual logs submitted to ADMINISTRATOR,
24 | (e.g. medication monitoring and utilization review); and

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

27 | E. QUALITY IMPROVEMENT

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

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

35 | 3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
36 | including the capability to utilize COUNTY's IRIS system to enter appropriate data. CONTRACTOR
37 | shall regularly review its charting, IRIS data input and billing systems to ensure compliance with

1 COUNTY and State P&Ps and establish mechanisms to prevent inaccurate claim submissions.

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

6 5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
7 meetings.

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

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

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

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

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

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

24 5. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
25 ADMINISTRATOR.

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

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

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

31 c. CONTRACTOR shall request that ADMINISTRATOR deactivate all Tokens under the
32 following conditions:

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

34 2) Token of each staff member who no longer requires access to COUNTY IRIS;

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

36 4) Token is malfunctioning; or

37 5) Termination of Contract.

1 d. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.
2 All statistical data used to monitor CONTRACTOR shall be compiled using IRIS reports, if available,
3 and if applicable.

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

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

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

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

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

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

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

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

1 12. Unusual Occurrence Reporting;

2 13. Code of Conduct/Compliance;

3 14. Mandated Reporting; and

4 15. Good Neighbor Policy.

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

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

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

9 3. Orientation to the services sections outlined in this Section VI. of this Exhibit A to the
10 Contract;

11 4. Recovery philosophy and individual empowerment;

12 5. Crisis intervention and de-escalation;

13 6. Substance abuse and dependence; and

14 7. Motivational interviewing.

15 M. PERFORMANCE OUTCOMES

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

18 a. A minimum of seventy-five percent (75%) of Clients shall be discharged to a lower level
19 of care.

20 b. A minimum of seventy percent (70%) of Clients shall be linked to a continuing care
21 provider.

22 c. A minimum of ninety-five percent (95%) of Clients shall not be hospitalized within 48
23 hours of discharge.

24 d. A minimum of seventy-five percent (75%) of Clients shall not be readmitted within
25 fourteen (14) calendar days of discharge.

26 e. Average Length of Stay for all Clients shall be tracked and reported.

27 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
28 Crisis Residential Services Paragraph of this Exhibit A to the Contract.

29
30 **VII. STAFFING**

31 A. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are
32 performed in an efficient manner.

33 B. Crisis Stabilization Services:

34 1. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis
35 Stabilization services; shall have as Head of Service a licensed mental health professional in conformance
36 to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed
37 MFT or RN; and shall have one RN on-site at all times.

C. Crisis Residential Services:

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

- a. Basic knowledge of mental disorders;
- b. Counseling skills, including individual, group, vocational and job counseling skills;
- c. Crisis management;
- d. Development and updating of needs and services plan;
- e. Discharge planning;
- f. Medications, including possible side effects and signs of overmedicating;
- g. Knowledge of community services and resources; and
- h. Principles of good nutrition, proper food preparation and storage, and menu planning.

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

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

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

4. WORKLOAD STANDARDS

- a. One (1) DSH will be equal to sixty (60) minutes of direct Client service.
- b. CONTRACTOR shall provide nine hundred fifty (950) DSHs per year of direct physician time which will include medication support services which are inclusive of both billable and non-billable services.
- c. CONTRACTOR shall ensure prescriber services are available a minimum of three (3) hours per day, seven (7) days a week and that each Client is seen at least twice per week or more often as needed.
- d. CONTRACTOR shall provide four thousand eight hundred (4,800) Client bed days per year, which are inclusive of both billable and non-billable services.
- e. CONTRACTOR shall, during the term of the Contract, provide Client related services, tracking the number of individual counseling sessions and number of therapeutic and educational didactic groups provided with a minimum of four (4) groups, including two therapeutic groups facilitated by

1 licensed clinicians or clinically supervised registered/waivered clinicians and two didactic groups
2 facilitated by non-licensed staff, and one (1) individual session provided by a licensed clinician or
3 clinically supervised registered/waivered clinicians per day.

4 D. Both Programs:

5 1. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours
6 of any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall
7 include at a minimum the following information: employee name(s), position title(s), date(s) of
8 resignation, date(s) of hire, and a description of recruitment activity.

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

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

20 4. CONTRACTOR shall maintain personnel files for each staff person, including management
21 and other administrative positions, both direct and indirect to the Contract, which shall include, but not be
22 limited to, an application for employment, qualifications for the position, applicable licenses, waivers,
23 registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations
24 justifying pay increases.

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

31 6. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery,
32 and/or family members of persons in recovery. These individuals shall not be currently receiving services
33 directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records
34 attesting to efforts made in recruitment, hiring practices and identification of measures taken to enhance
35 accessibility for potential staff in these categories.

36 7. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior
37 to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR

1 and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal
 2 regulatory requirements.

3 8. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or
 4 unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
 5 Supervision methods should include debriefings and consultations as needed, individual supervision or
 6 one-on-one support, and team meetings. Supervision should be provided by a supervisor who has
 7 extensive knowledge regarding behavioral health issues.

8 9. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
 9 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as
 10 specified in their respective job descriptions or work contracts.

11 a. Student intern services shall not comprise more than twenty percent (20%) of total
 12 services provided.

13 10. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and
 14 have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P
 15 training for each staff member and place in their personnel files.

16 11. CONTRACTOR shall provide detailed job descriptions, including education and experience
 17 requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

18 E. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 19 Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal
 20 to an average of forty (40) hours work per week.

21
 22 Crisis Stabilization Unit Staffing

<u>Program</u>	<u>FTE</u>
Program Director	1.00
Program Support Assistant	1.00
Social Services Coordinator	4.20
Social Services Lead	0.73
Health Information Specialist	2.00
Private Insurance Coordinator	1.00
Registered Nurses (RN)	12.60
LVN/LPTs	10.50
Program Nurse Coverage	1.28
Mental Health Worker	25.20
Peer Advocate	1.40
Driver	1.00
MD/NP (Subcontractor)	3.80
Security (Subcontractor)	<u>8.40</u>

1	TOTAL FTEs	74.11
2		
3	Crisis Residential Services Staffing	
4	Program	FTE
5	Program Director	1.00
6	Program Support Assistant	1.00
7	Social Services Coordinator	1.40
8	Social Services Lead	0.22
9	LVN/LPT	8.40
10	Mental Health Worker	8.40
11	Peer Advocate	1.40
12	MD/NP (Subcontractor)	<u>0.26</u>
13	Total FTEs	22.08

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

- 20 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 21 to this program;
- 22 2. Maximize the use of the allocated funds;
- 23 3. Ensure timely and accurate reporting of monthly expenditures;
- 24 4. Maintain appropriate staffing levels;
- 25 5. Request budget and/or staffing modifications to the Contract;
- 26 6. Effectively communicate in a proactive manner and monitor the program for its success;
- 27 7. Track and report expenditures electronically;
- 28 8. Maintain electronic and telephone communication between key staff and the Contract and
- 29 Program Administrators; and
- 30 9. Act quickly to identify, report and solve problems.

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

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1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 CRISIS STABILIZATION SERVICES AND CRISIS RESIDENTIAL SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 EXODUS RECOVERY, INC.
 8 SEPTEMBER 19, 2024 THROUGH JUNE 30, 2027
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 35 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 36 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the
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1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
 2 electronic PHI 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 was
 12 made in good faith and within the scope of authority and does not result in further use or disclosure in a
 13 manner not permitted under the Privacy Rule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect electronic
 24 PHI 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 methodology
 27 specified by the Secretary of HHS in the guidance issued on the HHS Web site.

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

34 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
 35 Associate Contract and the 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 45 CFR
 2 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,
 3 receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

33 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
 34 a time and manner to be determined by COUNTY, that information collected in accordance with the
 35 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.

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 3. Audit Controls

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

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

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

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

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

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

6 1) The Disclosure is required by law; or

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

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

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

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

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

20 H. PROHIBITED USES AND DISCLOSURES

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

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

30 I. OBLIGATIONS OF COUNTY

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

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

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

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 CRISIS STABILIZATION SERVICES AND CRISIS RESIDENTIAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 EXODUS RECOVERY, INC.
 SEPTEMBER 19, 2024 THROUGH JUNE 30, 2027

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 Contract" means the CMPPA Contract 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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
28 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
29 Exhibit B to the Contract.

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

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