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REFERENCED CONTRACT PROVISIONS

Term: September 15, 2020 through June 30, ~~2023~~2024
Period One means the period from September 15, 2020 through June 30, 2021
Period Two means the period from July 1, 2021 through June 30, 2022
Period Three means the period from July 1, 2022 through June 30, 2023
Period Four means the period from July 1, 2023 through June 30, 2024

Maximum Obligation:

Period One Maximum Obligation: \$-2,451,164
Period Two Maximum Obligation: \$3,947,107
Period Three Maximum Obligation: \$-3,947,107
Period Four Maximum Obligation: \$11,099,718
TOTAL MAXIMUM OBLIGATION: ~~\$10,345,378~~ \$23,981,600

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Telecare Corporation
1080 Marina Village Parkway, Suite 100

1 Alameda, CA 94501

2 Faith Ritchie, Senior Vice President of Development

3 frichie@telecarecorp.com

4 //

5 //

6 //

7 **I. ACRONYMS**

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

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

1	AC. ePHI	Electronic Protected Health Information
2	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
3	AF. FFS	Fee For Service
4	AG. FSP	Full Service Partnership
5	AH. FTE	Full Time Equivalent
6	AI. GAAP	Generally Accepted Accounting Principles
7	AJ. HCA	County of Orange Health Care Agency
8	AK. HHS	Federal Health and Human Services Agency
9	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
10		Law 104-191
11	AM. HITECH	Health Information Technology for Economic and Clinical Health
12		Act, Public Law 111-005
13	AN. HIV	Human Immunodeficiency Virus
14	AO. HSC	California Health and Safety Code
15	AP. IRIS	Integrated Records and Information System
16	AQ. ITC	Indigent Trauma Care
17	AR. LCSW	Licensed Clinical Social Worker
18	AS. MAT	Medication Assisted Treatment
19	AT. MFT	Marriage and Family Therapist
20	AU. MH	Mental Health
21	AV. MHP	Mental Health Plan
22	AW. MHS	Mental Health Specialist
23	AX. MHSA	Mental Health Services Act
24	AZ. MSN	Medical Safety Net
25	BA. NIH	National Institutes of Health
26	BB. NPI	National Provider Identifier
27	BC. NPPES	National Plan and Provider Enumeration System
28	BD. OCR	Federal Office for Civil Rights
29	BE. OIG	Federal Office of Inspector General
30	BF. OMB	Federal Office of Management and Budget
31	BG. OPM	Federal Office of Personnel Management
32	BH. P&P	Policy and Procedure
33	BI. PA DSS	Payment Application Data Security Standard
34	BJ. PATH	Projects for Assistance in Transition from Homelessness
35	BK. PC	California Penal Code
36	BL. PCI DSS	Payment Card Industry Data Security Standards
37	BM. PCS	Post-Release Community Supervision

1	BN. PHI	Protected Health Information
2	BO. PII	Personally Identifiable Information
3	BP. PRA	California Public Records Act
4	BQ. PSC	Professional Services Contract System
5	BR. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
6	BS. SIR	Self-Insured Retention
7	BT. SMA	Statewide Maximum Allowable (rate)
8	BU. SOW	Scope of Work
9	BV. SUD	Substance Use Disorder
10	BW. UMDAP	Uniform Method of Determining Ability to Pay
11	BX. UOS	Units of Service
12	BY. USC	United States Code
13	BZ. WIC	Women, Infants and Children
14	CA. WPC	Whole Person Care

II. ALTERATION OF TERMS

17 A. This Agreement, together with Exhibit A, B, and C attached hereto and incorporated herein,
18 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
19 matter of this Agreement.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

4 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
5 compliance program, code of conduct and any compliance related policies and procedures.
6 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
7 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
8 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
9 this Agreement. These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

36 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
37 CONTRACTOR's compliance program, code of conduct and any compliance related policies and

1 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative
 2 to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related
 3 policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
24 participate in the quality improvement activities developed in the implementation of the Quality
25 Management Program.

26 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
27 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
28 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
29 §1810.410.subds.(c)-(d).

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

36
37 **V. CONFIDENTIALITY**

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

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

11 **VI. CONFLICT OF INTEREST**

12 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
13 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
14 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
15 goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be
16 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
17 providing or offering gifts, entertainment, payments, loans or other considerations which could be
18 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their
19 duties.
20

21 **VII. COST REPORT**

22 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
23 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall
24 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
25 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
26 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
27 and funding sources in accordance with such requirements and consistent with prudent business practice,
28 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,
29 and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR
30 has multiple Agreements for mental health services that are administered by HCA, consolidation of the
31 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
32 ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later
33 than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to
34 be incorporated into a consolidated Cost Report.
35

36 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
37 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to

1 impose one or both of the following:

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

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

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

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

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

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

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

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

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

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

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

19
20 Signed _____
21 Name _____
22 Title _____
23 Date _____"

24
25 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

37 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to

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

6 //

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

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

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

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

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

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

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

1 by CONTRACTOR.

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

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

6 //

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

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

19 **IX. DISPUTE RESOLUTION**

20
21 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
22 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
23 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
24 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

12 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

13 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 14 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 15 consultants performing work under this Agreement meet the citizenship or alien status requirements set
 16 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 17 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 18 employment eligibility status required by federal or state statutes and regulations including, but not
 19 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 20 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for
 21 all covered employees, subcontractors, and consultants for the period prescribed by the law.
 22

23 **XI. EQUIPMENT**

24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 25 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 26 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 27 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
 28 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 29 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 30 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 31 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 32 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost
 33 of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 34 depreciated according to GAAP.
 35

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
 37 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR

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

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

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

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

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

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

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

27 28 **XII. EXPENDITURE AND REVENUE REPORT**

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

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

35 36 **XIII. FACILITIES, PAYMENTS AND SERVICES**

37 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance

1 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
 2 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
 3 minimum number and type of staff which meet applicable federal and state requirements, and which are
 4 necessary for the provision of the services hereunder.

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

9 10 **XIV. INDEMNIFICATION AND INSURANCE**

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

21 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 22 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
 23 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
 24 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
 25 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
 26 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
 27 to the same terms and conditions as set forth herein for CONTRACTOR.

28 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 29 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
 30 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 31 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 32 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
 33 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 34 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
 35 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
 36 by COUNTY representative(s) at any reasonable time.

37 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand

1 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review
 2 of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
 3 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 4 Agreement, agrees to all of the following:

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

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

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

14 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 15 this Agreement, the COUNTY may terminate this Agreement.

16 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence

1		
2	Workers' Compensation	Statutory
3		
4	Employers' Liability Insurance	\$1,000,000 per occurrence
5		
6	Network Security & Privacy Liability	\$1,000,000 per claims -made
7	Technology Errors & Omissions	\$1,000,000 per claims -made
8		\$1,000,000 aggregate
9		
10	Professional Liability Insurance	\$1,000,000 per claims -made
11		\$1,000,000 aggregate
12		
13	Sexual Misconduct Liability	\$1,000,000 per occurrence
14		
15	Employee Dishonesty	\$1,000,000 per occurrence
16	(Client Coverage)	(Limit commensurate with
17		exposure)]
18		

19 H. REQUIRED COVERAGE FORMS

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

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

24 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

14 M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
15 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
16 Certificate of Insurance. *This is primarily used if an "advance" payment is given to the provider. This*
17 *does not apply to provisional payments which are then reconciled to actual costs in the following*
18 *month.*

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

24 O. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
25 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain
26 coverage for two (2) years following the completion of the Agreement.

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

29 Q. Insurance certificates should be forwarded to the agency/department address as specified in the
30 Referenced Contract Provisions of this Agreement.

31 R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
32 calendar days of notification by COUNTY, COUNTY may terminate this Agreement immediately
33 without penalty.

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

1 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 2 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
 3 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
 4 this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
 5 entitled to all legal remedies.

6 //

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

10 V. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

31 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 32 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
 33 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
 34

35 **XV. INSPECTIONS AND AUDITS**

36 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 37 of the State of California, the Secretary of the United States Department of Health and Human Services,

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

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

13 C. AUDIT RESPONSE

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

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

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

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

36 **XVI. LICENSES AND LAWS**

37 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout

1 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 2 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 3 required by the laws, regulations and requirements of the United States, the State of California,
 4 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
 5 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 6 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
 7 and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 11 1. ARRA of 2009.
- 12 2. Trafficking Victims Protection Act of 2000.
- 13 3. WIC, Division 5, Community Mental Health Services.
- 14 4. WIC, Division 6, Admissions and Judicial Commitments.
- 15 5. WIC, Division 7, Mental Institutions.
- 16 6. HSC, §§1250 et seq., Health Facilities.
- 17 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 18 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 19 9. CCR, Title 17, Public Health.
- 20 10. CCR, Title 22, Social Security.
- 21 11. CFR, Title 42, Public Health.
- 22 12. CFR, Title 45, Public Welfare.
- 23 13. USC Title 42. Public Health and Welfare.
- 24 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 25 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 26 16. 42 USC §1857, et seq., Clean Air Act.
- 27 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 28 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 29 19. Policies and procedures set forth in Mental Health Services Act.
- 30 20. Policies and procedures set forth in DHCS Letters.
- 31 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 32 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
 33 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 34 23. 42 CFR, Section 438, Managed Care Regulations

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

36 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or
 37

1 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial
 2 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's
 3 prior written consent is expressly prohibited.

4 B. CONTRACTOR may develop and publish information related to this Agreement where all of
 5 the following conditions are satisfied:

6 1. ADMINISTRATOR provides its written approval of the content and publication of the
 7 information at least 30 days prior to CONTRACTOR publishing the information, unless a difference
 8 timeframe for approval is agreed upon by the ADMINISTRATOR;

9 2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that
 10 the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds
 11 identified as applicable];

12 3. The information does not give the appearance that the COUNTY, its officers, employees,
 13 or agencies endorse:

14 a. any commercial product or service; and,

15 b. any product or service provided by CONTRACTOR, unless approved in writing by
 16 ADMINISTRATOR; and,

17 4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other
 18 publicly available social media sites) to publish information related to this Agreement, CONTRACTOR
 19 shall develop social media policies and procedures and have them available to
 20 ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and
 21 Procedures as they pertain to any social media developed in support of the services described within this
 22 Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

23 24 **XVIII. MAXIMUM OBLIGATION**

25 The Total Maximum Obligation of COUNTY for services provided in accordance with this
 26 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
 27 specified in the Referenced Contract Provisions of this Agreement.

28 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 29 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
 30 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
 31 Subparagraph B. below.

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

34 35 **XIX. MINIMUM WAGE LAWS**

36 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 37 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal

1 or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
 2 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
 3 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
 4 providing services pursuant to this Agreement be paid no less than the greater of the federal or California
 5 Minimum Wage.

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

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

13 **XX. NONDISCRIMINATION**

14 A. EMPLOYMENT

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

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

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

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

36 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 37 and/or subcontractor shall state that all qualified applicants will receive consideration for employment

1 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
 2 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
 3 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
 4 fulfilled by use of the term EOE.

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

10 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 11 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 12 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 13 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 14 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 15 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 16 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 17 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act
 18 of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
 19 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
 20 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
 21 includes, but is not limited to the following based on one or more of the factors identified above:

- 22 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 23 2. Providing any service or benefit to a Client which is different or is provided in a different
 24 manner or at a different time from that provided to other Clients.
- 25 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 26 others receiving any service and/or benefit.
- 27 4. Treating a Client differently from others in satisfying any admission requirement or
 28 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 29 any service and/or benefit.
- 30 5. Assignment of times or places for the provision of services.

31 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 32 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
 33 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 34 ADMINISTRATOR.

35 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
 36 shall establish an internal informal problem resolution process for Clients not able to resolve such
 37 problems at the point of service. Clients may initiate a grievance or complaint directly with

1 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

26 **XXI. NOTICES**

27 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
28 authorized or required by this Agreement shall be effective:
29

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

37 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of

1 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
 2 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
 3 Parcel Service, or any other expedited delivery service.

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

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

10 **XXII. NOTIFICATION OF DEATH**

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

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

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

19 2. WRITTEN NOTIFICATION

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

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

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

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

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

33 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
 34 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
 35 Clients or occur in the normal course of business.
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1 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
 2 of any applicable public event or meeting. The notification must include the date, time, duration, location
 3 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
 4 approved by ADMINISTRATOR prior to distribution.

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7 **XXIV. PAYMENT CARD COMPLIANCE**

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

16 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

17 A. CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising
 18 out of, or developed, as a result of this Agreement for any purpose other than performance of services
 19 under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

1 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
 2 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
 3 regulation, and copy ADMINISTRATOR on such notifications.

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

7 **XXVI. RESEARCH AND PUBLICATION**

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

11 **XXVII. REVENUE**

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

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

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

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

32 **XXVIII. SEVERABILITY**

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

4 **XXIX. SPECIAL PROVISIONS**

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

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

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

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the
 30 purpose of Client care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 33 contribute to the quality of services to be provided pursuant to this Agreement.

34 **XXX. STATUS OF CONTRACTOR**

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

10 **XXXI. TERM**

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

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

19 **XXXII. TERMINATION**

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

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

28 1. The loss by CONTRACTOR of legal capacity.
 29 2. Cessation of services.
 30 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 31 another entity without the prior written consent of COUNTY.

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

34 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 35 Agreement.
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1 6. The continued incapacity of any physician or licensed person to perform duties required
2 pursuant to this Agreement.

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

7 C. CONTINGENT FUNDING

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

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

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

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

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

21 E. In the event this Agreement is terminated CONTRACTOR shall do the following:

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

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

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

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

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

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

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

37 8. To the extent services are terminated, cancel outstanding commitments covering the

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

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

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

14
15 **XXXIII. THIRD PARTY BENEFICIARY**

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

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

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

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XXXV. SIGNATURE PAGE

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

TELECARE CORPORATION

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

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

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
 TO THE AGREEMENT FOR PROVISION OF
 HOUSING FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 SEPTEMBER 15, 2020 THROUGH JUNE 30, ~~2023~~2024

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

15 8. Certified Reviewer means an individual that obtains certification by completing all
 16 requirements set forth in the Authority and Quality Improvement Services Reviewer Training
 17 Verification Sheet.

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

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

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

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

31 13. Data Collection System means a software designed for collection, tracking and reporting
 32 outcomes data for Clients enrolled in the FSP Programs.

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

35 b. Data Analysis Specialist means a person who is responsible for ensuring the program
 36 maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on
 37 strategies for gathering new data from the Clients' perspective which will improve understanding of

1 Clients' needs and desires towards furthering their recovery. This individual will provide feedback to
 2 the program and work collaboratively with the employment specialist, education specialist, benefits
 3 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position
 4 will be responsible for attending all data and outcome related meetings and ensuring that program is
 5 being proactive in all data collection requirements and changes at the local and state level.

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

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

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

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

22 15. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
 23 Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
 24 edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded
 25 on all IRIS documents, as appropriate.

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

30 17. Engagement means the process by which a trusting relationship between worker and
 31 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement
 32 of Client(s) is the objective of a successful outreach.

33 18. Face-to-Face means an encounter between Client and provider in which they are both
 34 physically present.

35 19. FSP means Full Service Partnership and refers to a type of program described by the State
 36 in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a
 37 full partner in the development and implementation of their treatment plan. A FSP is an evidence-based

1 and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary
 2 teams will be established including the Client, Psychiatrist, and PSC. Whenever possible, these multi-
 3 disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social
 4 worker, peer specialist, and family members. The ideal Client-to-staff ratio for the General Population
 5 FSP will be in the range of fifteen to twenty (15 – 20) Clients to one (1) staff, ensuring relationship
 6 building and intensive service delivery. Services will include, but not be limited to, the following:

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

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

29 b. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
 30 those who have co-occurring disorder, in a partnership to achieve the individual's wellness and recovery
 31 goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP
 32 Programs is to assist Clients to progress through pre-determined quality of life outcome domains
 33 (housing, decreased incarcerations, decreased hospitalizations, increased education involvement,
 34 increased employment opportunities and retention, linkage to medical providers, etc.) and become more
 35 independent and self-sufficient as Clients move through the continuum of recovery as evidenced by
 36 progressing to a lower level of care or out of the "intensive case management" need category.

37 //

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

6 21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
7 an evaluation to determine if the Client meets program criteria and is willing to engage services.

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

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

16 24. Linkage means to assist an individual to connect with a referred service.

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

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

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

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

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

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

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

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

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

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

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

21 28. Mental Health Worker means an individual that assists in planning, developing and
 22 evaluating mental health services for Clients; provides liaison between Clients and service providers;
 23 and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or
 24 social work, or has two years of experience providing client related services to Clients experiencing
 25 mental health, and substance use disorders. Education in a behavioral science field such as psychology,
 26 counseling, or social work may be substituted for up to one year of the experience requirement.

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

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

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

34 32. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY
 35 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
 36 assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
 37 tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed

1 by participating members. The scale will be used to create a map of the system by determining which
 2 milestone(s) or level of recovery (based on the MORS) are the target groups for different programs
 3 across the continuum of programs and services offered by COUNTY.

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

8 34. NPI means National Provider Identifier and refers to the standard unique health identifier
 9 that was adopted by the Secretary of HHS under HIPAA for health care providers.

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

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

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

21 38. Pharmacy Benefits Manager means the organization that manages the medication benefits
 22 that are given to Clients that qualify for medication benefits.

23 39. PHI means Protected Health Information and refers to individually identifiable health
 24 information usually transmitted by electronic media, maintained in any medium as defined in the
 25 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 26 created or received by a covered entity and relates to the past, present, or future physical or mental health
 27 or condition of an individual, provision of health care to an individual, or the past, present, or future
 28 payment for health care provided to an individual.

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

33 41. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention
 34 and case management services to those Clients who seek services in the COUNTY operated outpatient
 35 programs.

36 42. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
 37 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT

1 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the
2 BBS.

3 43. Program Director means an individual who has complete responsibility for the day to day
4 function of the program. The Program Director is the highest level of decision making at a local, program
5 level.

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

9 45. Promotores means individuals who are members of the community who function as natural
10 helpers to address some of their communities' unmet mental health, health and human service needs.
11 They are individuals who represent the ethnic, socio-economic and educational traits of the population
12 they serve. Promotores are respected and recognized by their peers and have the pulse of the
13 community's needs.

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

23 47. Psychiatrist means an individual who meets the minimum professional and licensure
24 requirements set forth in Title 9, CCR, Section 623.

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

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

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

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

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

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

4 d. Community: Relationships and social networks that provide support, friendship, love,
5 and hope.

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

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

11 53. Supportive Housing Case Manager II means a person who provides supportive housing
12 services. This person will coordinate activities, which will include, but not be limited to: independent
13 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
14 advocacy, and linking Consumers with the assigned clinician for clinical issues. Supportive Housing
15 Case Manager will consult with the multidisciplinary team of staff/providers assigned by the program.
16 The Case Manager will be active in supporting and implementing a full service partnership philosophy
17 and its individualized, strengths-based, culturally appropriate, and Consumer-centered approach. The
18 Case Manager will support all MHSA residents living in the assigned housing project and/or scattered
19 sites. The Case Manager will work with Property Manager, MHSA Housing County monitor, and other
20 support services located on or off site.

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

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

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

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

36 //

37 //

1 58. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool for
 2 monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and
 3 quality of life.

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

6 C. This supportive services model is designed to tailor the level, intensity, and type of intervention
 7 to meet the individual strengths and needs of the targeted population, acknowledging the environmental
 8 factors that affect a person's wellbeing and housing stability, including trauma. This program will
 9 provide a community-based system of care in order to deliver seamless, integrated, and coordinated
 10 services to this target population. The vision of this model is to provide individualized care coordination
 11 services, and case management support, which utilizes best practices to improve housing stability and
 12 retention for individuals living in permanent housing.

13 1. This program will provide in home (field based) intensive case management services, which
 14 will include:

- 15 a. Individual needs assessment
- 16 b. Development of individualized housing support plan
- 17 c. Development of housing support crisis plan
- 18 d. Identification and intervention for behaviors that may jeopardize housing
- 19 e. Education on tenant and landlord rights and responsibilities
- 20 f. Eviction prevention planning and coordination
- 21 g. Coaching on developing/maintaining relationships with landlords/property managers
- 22 h. Assistance resolving disputes with landlords and/or neighbors
- 23 i. Advocacy/linkage with community resources to prevent eviction
- 24 j. Assistance with credit repair activities and skill building
- 25 k. Assistance with housing recertification process
- 26 l. Housing stabilization services
- 27 m. Home visits
- 28 n. Linkage to mental health, health care, and substance use disorder services
- 29 o. Housing-focused care coordination (hospital/jail discharge planning, housing liaison
 30 for tenant's care providers)
- 31 p. Non-emergency Transportation
- 32 q. On call crisis support/intervention
- 33 r. Assistance with accessing community provider services
- 34 s. Basic Health & Wellness Education
- 35 t. Peer Support
- 36 u. Outreach and in-reach services

37 //

II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
— Indirect Costs	\$ 279,287	\$ 501,025	\$ 501,025	\$ 1,281,337
SUBTOTAL	\$ 279,287	\$ 501,025	\$ 501,025	\$ 1,281,337
ADMINISTRATIVE COST				
PROGRAM COST				
— Salaries	\$1,029,751	\$1,831,921	\$1,826,921	\$4,683,593
— Benefits	289,310	510,286	515,286	1,319,882
— Services and	307,975	641,741	641,741	1,591,457
— Supplies				
— Flexible Funds	108,229	207,800	207,800	523,829
— Subcontracts	65,867	99,040	99,040	263,947
— Start-Up Costs	370,746	155,294	155,294	681,334
SUBTOTAL PROGRAM	\$2,171,878	\$3,446,082	\$3,446,082	\$9,064,042
COST				
GROSS COST	\$2,451,165	\$3,947,107	\$3,947,107	\$10,345,379
REVENUE				
— FFP Medi-Cal	\$ 400,003	\$ 947,107	\$ 947,107	\$2,294,217
— Whole Person				
— Care	309,507	\$0	\$0	309,507
— MHSA	1,733,908	3,000,000	3,000,000	7,733,908
— CARES Act	7,747			7,747
TOTAL REVENUE	\$2,451,165	\$3,947,107	\$3,947,107	\$10,345,379
TOTAL BUDGET	\$2,451,165	\$3,947,107	\$3,947,107	\$10,345,379

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>PERIOD</u> <u>FOUR</u>	<u>TOTAL</u>
ADMINISTRATIVE					
COST					
Indirect Cost	\$279,287	\$501,025	\$825,219	\$1,447,791	\$3,053,322

1	<u>SUBTOTAL</u>					
2	<u>ADMINISTRATIVE</u>					
3	<u>COST</u>	<u>\$279,287</u>	<u>\$501,025</u>	<u>\$825,219</u>	<u>\$1,447,791</u>	<u>\$3,053,322</u>
4						
5	<u>PROGRAM COST</u>					
6	<u>Salaries</u>	<u>\$1,029,751</u>	<u>\$1,831,921</u>	<u>\$3,278,847</u>	<u>\$5,752,305</u>	<u>\$11,892,824</u>
7	<u>Benefits</u>	<u>\$289,310</u>	<u>\$510,286</u>	<u>\$844,508</u>	<u>\$1,498,633</u>	<u>\$3,142,737</u>
8	<u>Services and Supplies</u>	<u>\$307,975</u>	<u>\$641,741</u>	<u>\$878,412</u>	<u>\$1,574,464</u>	<u>\$3,402,592</u>
9	<u>Flexible Funds</u>	<u>\$108,229</u>	<u>\$207,800</u>	<u>\$348,063</u>	<u>\$545,523</u>	<u>\$1,209,615</u>
10	<u>Subcontracts</u>	<u>\$65,867</u>	<u>\$99,040</u>	<u>\$151,623</u>	<u>\$281,002</u>	<u>\$597,532</u>
11	<u>Start-Up Costs</u>	<u>\$370,746</u>	<u>\$155,294</u>	<u>\$156,938</u>	<u>\$0</u>	<u>\$682,978</u>
12	<u>SUBTOTAL</u>					
13	<u>PROGRAM COST</u>	<u>\$2,171,878</u>	<u>\$3,446,082</u>	<u>\$5,658,391</u>	<u>\$9,651,927</u>	<u>\$20,928,278</u>
14						
15	<u>GROSS COST</u>	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$6,483,610</u>	<u>\$11,099,718</u>	<u>\$23,981,600</u>
16						
17	<u>REVENUE</u>					
18	<u>FFP Medi-Cal</u>	<u>\$400,003</u>	<u>\$947,107</u>	<u>\$947,107</u>		<u>\$11,892,824</u>
19	<u>Whole Person Care</u>	<u>\$309,507</u>	<u>\$0</u>	<u>\$0</u>		<u>\$3,142,737</u>
20	<u>MHSA</u>	<u>\$1,733,908</u>	<u>\$3,000,000</u>	<u>\$3,000,000</u>		<u>\$15,295,416</u>
21	<u>CARES Act</u>	<u>\$7,747</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,352,352</u>
22	<u>TOTAL REVENUE</u>	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$3,947,107</u>	<u>\$0</u>	<u>\$15,892,948</u>
23						
24	<u>TOTAL BUDGET</u>	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$6,483,610</u>	<u>\$11,099,718</u>	<u>\$23,981,600</u>

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

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

34 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
35 provided pursuant to the Agreement, CONTRACTOR may make written application to
36 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
37 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR

1 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
2 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
3 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
4 behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

5 E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of
6 approximately forty-five percent (45%) to be maintained by CONTRACTOR. CONTRACTOR agrees
7 to accept COUNTY referrals that may result in an increase in this average.

8 F. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

36 d. Statement indicating that Flexible Funds may be utilized when other community
37 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in

1 a timely manner, or are not appropriate for a Client's situation. PSCs will assist Clients in exploring
2 other available resources, whenever possible, prior to utilizing Flexible Funds;

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

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

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

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

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

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

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

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

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

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

11 **III. PAYMENTS**

12
 13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$245,116
 14 per month for Period One; \$214,119 per month for Period Two; \$540,300.83 per month for Period Three;
 15 and \$924,976.50 per month for Period Four. All payments are interim payments only, and subject to
 16 final settlement in accordance with the Cost Report Paragraph of the Agreement for which
 17 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
 18 Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement;
 19 provided, however, the total of such payments does not exceed the Maximum Obligation for each period
 20 as specified in the Referenced Contract Provisions of the Agreement and provided further,
 21 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations.
 22 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
 23 provisional amount specified above has not been fully paid.A. COUNTY shall pay
 24 CONTRACTOR monthly, in arrears, at the provisional amount of \$245,116 per month for Period One
 25 and \$214,119 for Period Two and Period Three. All payments are interim payments only, and subject to
 26 final settlement in accordance with the Cost Report Paragraph of the Agreement for which
 27 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
 28 Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement;
 29 provided, however, the total of such payments does not exceed the Maximum Obligation for each period
 30 as specified in the Referenced Contract Provisions of the Agreement and provided further,
 31 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations.
 32 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
 33 provisional amount specified above has not been fully paid."

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

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

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

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

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

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

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

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

26 27 **IV. REPORTS**

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

30 B. FISCAL

31 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 32 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
 33 and will report actual costs and revenues for CONTRACTOR's program described in the Services
 34 Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as
 35 defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the
 36 twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in
 37

1 writing any extensions to the due date of the monthly required reports. If an extension is approved by
2 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

10 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
11 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
12 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this
13 Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire
14 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.
15 The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following
16 the end of the month being reported.

17 D. PROGRAMMATIC

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

23 a. A description of CONTRACTOR's progress in implementing the provisions of this
24 Agreement,

25 b. Training provided to staff,

26 c. Reporting of the numbers of Clients based upon their level of function in the MORS
27 Level system,

28 d. Chart compliance by percentage of compliance with all Medi-Cal records, in addition
29 to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes
30 in population served and reasons for any such changes.

31 e. CONTRACTOR statement whether the program is or is not progressing satisfactorily
32 in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve
33 satisfactory progress.

34 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or
35 emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious
36 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
37

1 CONTRACTOR shall notify and submit incident reports on an approved form to COUNTY within
2 twenty-four (24) hours of any such serious adverse incident.

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

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

10 //

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

13 G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
14 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be
15 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
16 harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of
17 said psychometrics.

18 **V. SERVICES**

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

23
24
25 Central: 12141 Brookhurst St., Ste. 201
26 Garden Grove, CA 92840

27
28 South: To Be Determined by County and Contractor upon mutual concurrence, in writing.

29
30 1. The Housing FSP services, which are identified within this Exhibit A to the Agreement, are
31 primarily field based. The facility shall support onsite services that are clinically appropriate. Such
32 services shall include but are not limited to: medication support services and nursing assessments. The
33 facility shall also provide administrative support for the services identified within the Agreement, which
34 includes staff meetings, consultation, staff training, documentation preparation and other applicable
35 administrative functions.

36 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday,
37 in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition,

1 CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide
 2 limited weekend services and activities to accommodate Clients' needs. Any change or deviation from
 3 this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by
 4 phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the
 5 situation indicates.

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

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

10 B. INDIVIDUALS TO BE SERVED - Adults, 18 years and older who are living with a serious
 11 mental illness that often includes co-occurring substance use and/or physical health disorder(s) and a
 12 history of trauma. These individuals have transitioned from homelessness or experienced homelessness
 13 prior to obtaining housing and are at high risk of becoming homeless again without adequate housing
 14 sustainability support and services. These individuals reside in permanent housing in Orange County
 15 including scattered-site housing units, Mental Health Services Act (MHSA), or other housing units.
 16 Individuals may also be in process of moving into a permanent housing unit located within Orange
 17 County. Individuals must be legally residing in Orange County and otherwise eligible for public services
 18 under Federal and State law. With ADMINISTRATORS approval, CONTRACTOR may serve adults
 19 who qualify under Whole Person Care, for a limited time or until the individual is linked with appropriate
 20 services.

21 C. PROGRAM PHILOSOPHIES – CONTRACTOR's program shall be guided on the housing first
 22 and recovery principles that are trauma-informed, and based on consumer choice, empowerment and
 23 resilience. Services shall be provided using a whole-person care approach that integrates the care of
 24 mental health, substance use and physical health, including mind and body wellness. Services shall be
 25 culturally relevant, competent, and respectful of the consumer's ethnic and cultural perspective and
 26 needs. Services shall develop, restore and/or improve life domains that are essential to housing stability
 27 and retention.

28 1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients'
 29 worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome.
 30 Consideration to how Clients' identify in terms of race, ethnicity, sexual orientation, and spirituality
 31 shall be considered when developing and providing services.

32 2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply
 33 FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full
 34 Service Partnership, including the idea of what it means to "be fully served" and providing an integrated
 35 service experience within the FSP. Individuals who have been diagnosed with a serious mental illness
 36 shall receive mental health services through an individual service plan where both the Client and their
 37 treatment team agree that they are getting the services they want and need, in order to achieve their

1 wellness and recovery goals.

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

5 4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
6 bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need
7 services.

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

11 6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing
12 interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have
13 concrete interventions and supports to support the Client’s move towards recovery in that specific area
14 of their life.

15 7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR
16 shall promote a foundation for healing through the relationship between the Client and Personal Services
17 Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service
18 Delivery.

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

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

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

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

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

1 13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and
2 value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR
3 shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to
4 support his/her success.

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

7 15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
8 Clients to shift Clients' support from weighing heavily on the mental health system to the community.
9 CONTRACTOR shall focus on increasing Clients' social network and increasing their opportunities to
10 meet new people as Clients' recovery progresses.

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

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

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

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

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

24 21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers
25 who are knowledgeable about the needs of Clients who have come from homelessness and are now living
26 in permanent housing. CONTRACTOR shall identify meaningful roles for peer employees as part of a
27 FSP team. Employing Clients is transformational and not only helps Clients give back to the system that
28 helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

29 22. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as
30 validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow
31 through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to
32 develop the confidence to move to lower levels of care or full community integration.

33 23. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible,
34 including but not limited to, Critical Time Intervention, Housing First, Trauma Informed Care and
35 Assertive Community Treatment (ACT).

36 24. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes
37 in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and

1 routinely tested for accuracy.

2 25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
3 all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
4 achieving desired results. These results will be made available to COUNTY and the general public via:
5 the MHSA website, monthly outcome focused management meetings and public forums upon request
6 and approval of COUNTY.

7 D. PROGRAM SERVICES – Housing FSP Program is a specialized community-based program
8 that effectively engages individuals who have been housed and are at risk of losing housing and provides
9 intensive and comprehensive housing support. CONTRACTOR shall ensure treatment is based on the
10 principles of recovery that are trauma-informed, and based on consumer choice, empowerment and
11 resilience. Treatment is provided using a whole-person care approach that integrates the care of mental
12 health, substance use and physical health, including mind and body wellness. Treatment shall be
13 culturally relevant, competent, and respectful of the consumer’s ethnic and cultural perspective and
14 needs. Interventions shall develop, restore and/or improve life domains that are essential to housing
15 stability and retention. The ideal Consumer to staff ratio will be in the range of fifteen to twenty (15 –
16 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not
17 be limited to, the following:

18 1. Housing Services:

- 19 a. Engagement/Outreach Services
- 20 b. Comprehensive Housing Stability assessment which can be done at the first meeting to
21 assess each client’s current housing stability, strengths and barriers toward remaining in housing.
- 22 c. Comprehensive Housing Retention Plan development which focuses on increasing
23 housing stability and reducing barriers to successful tenancy.
- 24 d. Practice harm reduction models using housing first principles and the importance of
25 acceptance of the client (unconditional positive regard) regardless of substance use or service
26 participation.
- 27 e. Housing retention assistance. This includes housing rectification, eviction prevention
28 and maintaining positive relations with property management and neighbors. This also includes
29 assistance with maintaining housing using on-site supportive housing methods that may include but not
30 be limited to activities such as “hands-on” housekeeping skills training, social interaction opportunities,
31 nutritious meal/budget planning, food shopping, and preparation and clean up.
- 32 f. Collaboration and coordination with local housing authorities.
- 33 g. Collaboration and coordination with landlords and property management staff
34 regarding landlord/tenant issues and concerns. Provide education regarding understanding mental illness
35 and the strengths-based recovery model of care. Maintain effective working relationships and timely
36 response to critical incidents.

37 2. Crisis Intervention and Management Services - Emergency response services enabling the

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

4 3. Comprehensive assessment and evaluation - CONTRACTOR shall provide a
 5 comprehensive assessment and evaluation which establishes service eligibility and medical necessity
 6 pursuant to Specialty Mental Health including the use of evidence based assessment tools as necessary
 7 and appropriate

8 4. Rehabilitation Services and Therapy - CONTRACTOR shall provide psychotherapy and
 9 rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as
 10 daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills,
 11 support resources, and/or medication education. Rehabilitation and psychotherapy may be provided
 12 individually, in a group, or with family members.

13 5. Medication Support Services, including evaluation for the need for medication, clinical
 14 effectiveness, side effects of medication, and obtaining informed consent.

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

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

20 c. Medication support services may occur in the office or in the field, depending on client
 21 level of functioning.

22 6. Case Management:

23 a. CONTRACTOR shall provide linkage, advocacy, and coordination with community-
 24 based resources to ensure access to needed services, support and efficient use of community resources.
 25 Examples include but are not limited to: assistance such as food banks/cooperatives, educational
 26 services, employment services, sources for faith and spiritual support and other community services.

27 b. CONTRACTOR shall provide integration and linkage to physical health care and
 28 assistance in accessing physical health evaluations, treatment and prescribed physical health related
 29 medication(s).

30 c. CONTRACTOR shall provide assistance in obtaining income/benefits/money
 31 management to sustain housing;

32 d. CONTRACTOR shall provide linkage to vocational/employment training.

33 e. CONTRACTOR shall provide assistance and linkage to legal/restorative justice
 34 services.

35 f. CONTRACTOR shall provide field based (in-home, project or community-based)
 36 support to Client as appropriate to promote increased social activities, interaction and supports.; Life
 37 Skills (e.g. Communication, Self-Care, ADLs, household management, Health and Wellness).

1 g. CONTRACTOR shall provide transportation assistance, support and practice.

2 h. CONTRACTOR shall provide consultation, coordination and collaboration with other
3 BHS programs and providers to ensure effective coordination of care, consumer support, and efficient
4 access and utilization of all services and resources that consumers are eligible for and/or available to
5 them.

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

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

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

22 1) Realizes the widespread impact of trauma and understands potential paths for
23 recovery;

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

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

28 4) Seeks to actively resist re-traumatization.

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

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

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

37 3) Cultural competence

- 1 4) Consumer voice, choice and self-advocacy
- 2 5) Recovery, client-driven and trauma specific services
- 3 6) Healing, hopeful, honest and trusting relationships

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

10 9. Use of Flexible Funds (Flex-Funds) in order to fund necessary supports to assist the
11 consumer in obtaining or accessing short term resources essential for achieving his/her housing related
12 recovery goals.

13 10. Family Centered Care/Family/significant other education and support. CONTRACTOR
14 shall provide education and support to the consumer's family and other members of the consumer's
15 social network in order to engage them in supporting the consumer's housing and care plan.
16 Additionally, treatment shall include intervention and services to assist the family unit in developing
17 skills to effectively support the family unit and resolve stressors that may contribute to the consumer's
18 related behaviors and symptoms that leave them at high risk. Family inclusive intervention shall be part
19 of the care plan. Examples of intervention are:

- 20 a. Family/Significant Other education about the consumer's illness and their role in the
21 therapeutic process.
- 22 b. Supportive counseling
- 23 c. Interventions necessary to resolve consumer/family conflicts.
- 24 d. Referral, as appropriate, of the family to therapy, self-help and other family support
25 services.

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

31 E. PROGRAM REQUIREMENTS

- 32 1. Referrals will come primarily from CONTRACTOR's and COUNTY's outreach efforts.
- 33 2. CONTRACTOR shall coordinate with COUNTY, other providers, and community
34 resources.
- 35 3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved
36 with individual Clients including family members and significant others, employers, and
37 COUNTY departments and Agencies such as, but not limited to: Courts, Probation Department, Parole

1 and Social Services Agency.

2 4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who
3 will report on program development, resources, housing, barriers, and budgets

4 5. CONTRACTOR shall provide culturally sensitive personal service coordination in English,
5 Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or
6 other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically
7 appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

8 6. CONTRACTOR shall have an identified individual who shall:

9 a. Complete one hundred percent (100%) chart review of Client charts regarding clinical
10 documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart
11 standards;

12 //

13 b. Provide clinical support and training to PSCs on chart documentation and treatment
14 plans;

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

17 d. Oversee all aspects of the clinical services of the recovery program;

18 e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client
19 treatment issues, professional consultations, or medication evaluations;

20 f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e.,
21 medication monitoring, second opinion and request for change of CONTRACTOR; and

22 g. Participate in program development and interact with other staff regarding difficult
23 cases and psychiatric emergencies.

24 7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
25 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all
26 chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
27 shall ensure that all chart documentation is completed within the appropriate timelines.

28 8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
29 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
30 if available, and if applicable.

31 9. CONTRACTOR shall review Client charts ensuring compliance with
32 ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

33 10. CONTRACTOR shall ensure compliance with workload standards and productivity.

34 11. CONTRACTOR shall review and approve all admissions, discharges from the program and
35 extended stays in the program. Discharge of clients from the program shall be determined by the client's
36 movement along the recovery continuum and shall be a coordinated effort between the
37 ADMINSTRATOR and CONTRACTOR when indicated.

1 12. CONTRACTOR shall submit corrective action plans upon request.

2 13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps and guidelines.

3 14. CONTRACTOR shall provide a written copy of all assessments completed on Clients
4 referred for admission.

5 F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

6 G. CONTRACTOR shall have active participation in State and regional MHSA forums and
7 activities.

8 H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance
9 Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome
10 measures.

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

16 J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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

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

23 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY
24 administrative staff.

25 4. Collaborative meetings to address various aspects of client care including but not limited
26 to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

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

31 1. Admission Criteria and Admission Procedure

32 2. Assessments and Individual Service Plans

33 3. Crisis Intervention/Evaluation for Involuntary Holds

34 4. Handling Non-Compliant Clients/Unplanned Discharges

35 5. Medication Management and Medication Monitoring

36 6. Community Integration/Case Management/Discharge Planning

37 7. Documentation Standards

- 1 8. Quality Management/Performance Outcomes
- 2 9. Personnel/In-service Training
- 3 10. Unusual Occurrence Reporting
- 4 11. Code of Conduct/Compliance/HIPAA standards and Compliance
- 5 12. Mandated Reporting

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

- 8 1. Orientation to the program's goals, P&Ps, and FSP program philosophies
- 9 2. Training on subjects as required by state regulations
- 10 3. Recovery philosophy, client empowerment and strength-based services
- 11 4. Crisis intervention and de-escalation
- 12 5. Co-occurring mental illness and substance use disorders
- 13 6. Motivational interviewing
- 14 7. EBPs that support recovery
- 15 8. Outreach and engagement
- 16 9. Trauma-informed care
- 17 10. Professional boundaries
- 18 11. Cultural Competency
- 19 12. Critical Time Intervention
- 20 13. Housing First
- 21 14. Other clinical, health and safety, and supportive housing staff training

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

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

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

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

6 P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved
 7 by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor
 8 complaints and staff contact information available to neighboring residents.

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

12 //

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

18 S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance
 19 Outcome Objectives and track and report Performance Outcome Objective statistics in monthly
 20 programmatic reports, as outlined below.

21 1. CONTRACTOR shall track and monitor the number of referrals received; number of
 22 referrals accepted; referral source on a monthly basis, demographic and other encounter information
 23 which includes but is not limited to:

- 24 a. Gender
- 25 b. Race
- 26 c. Ethnicity
- 27 d. Age
- 28 e. Served on active duty in the armed forces of the United States

29 2. CONTRACTOR shall track and monitor the number of Clients receiving services through
 30 number of Clients admitted and engaged in services.

31 3. CONTRACTOR shall track and monitor the type and number of services provided to each
 32 client.

33 4. CONTRACTOR shall track the number of days Clients remain permanently housed.

34 5. CONTRACTOR shall track the number of Clients who exited permanent housing and the
 35 destination after leaving which includes but is not limited to:

- 36 a. Other permanent housing,
- 37 b. The street, emergency shelter, transitional housing, or safe haven, or

1 c. An institutional destination, and the specific institutional destination, if known
 2 (including, but not limited to: hospitalization or psychiatric hospitalization, residential substance use
 3 treatment facility, skilled nursing facility, jail or prison).

4 d. The number of tenants who died.

5 6. CONTRACTOR shall track Clients changes in employment income; changes in non-
 6 employment cash income; and changes in total cash income.

7 7. CONTRACTOR shall track if readily available:

8 a. Emergency room visits for Clients before and after moving into permanent housing;

9 b. Average number of hospital and psychiatric facility admissions and in-patient days
 10 before and after moving into permanent housing;

11 c. Number of arrests and returns to jail or prison before and after moving into permanent
 12 housing.

13 8. CONTRACTOR shall track the number of landlord warnings/violations received by Clients.

14 9. CONTRACTOR shall track evictions notices received by Clients and the outcome of the
 15 notice.

16 10. CONTRACTOR shall track the number of evictions.

17 11. CONTRACTOR shall track the number of days Clients are receiving emergency
 18 interventions and make every effort to reduce them through services provided in the Contract.

19 12. CONTRACTOR shall develop, in conjunction with County, additional ongoing
 20 performance measures/outcomes or program's target goals as required

21 T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and
 22 report on Client demographics and other statistics including but not limited to:

23 1. The total number of Clients referred to, and enrolled in Services.

24 2. The total number of duplicated and unduplicated Clients served, and the number of contacts
 25 provided to each Client.

26 3. The total number and type of services provided and the length of stay for each Client in the
 27 program.

28 4. The total number of successful Client linkages to recommended services.

29 5. The total number of activities provided on and off site for the month as well as number of
 30 Clients who attended.

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

37 1. DATA - Should CONTRACTOR's current database copy cannot be submitted via Microsoft

1 Access file format, the data must be made available in an HCA approved database file type. The data
 2 collection system used must be approved by ADMINISTRATOR in order to meet county reporting
 3 needs. CONTRACTOR must also provide a separate file comprised of required data elements that are
 4 provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow
 5 ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view,
 6 run, print, and export Client records/reports).

7 a. CONTRACTOR shall track and report Performance Outcome Measure as required by
 8 State, COUNTY, Whole Person Care (WPC) and/or MHSA

9 b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department
 10 (APOD) to complete outcome requests by Administrator for State, COUNTY, WPC and/or MHSA
 11 reporting, and to fulfill all data requests as needed by COUNTY's independent evaluator to conduct their
 12 independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

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

16 d. CONTRACTOR will be required to report Whole Person Care data into WPC Connect
 17 database.

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

21 a. CONTRACTOR shall coordinate with APOD and the Housing and Supportive Services
 22 Office for transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance
 23 with MHSA and/or WPC requirements.

24 V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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

37 a. Review the approved data collection database for accuracy and to ensure that each field

1 is completed;

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

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

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

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

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

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

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

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

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

30 2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for
31 specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer
32 referrals to the appropriate services. With Administrations approval, beneficiaries that do not meet
33 medical necessity criteria services may be approved using WPC Funding, when appropriate.

34 X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance
35 Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to
36 address a beneficiary's expressed dissatisfaction with services. This dissatisfaction, defined as a
37 grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal

1 relationships, failure to respect the beneficiary's rights, location of services, access/availability, or
2 anything else related to the provision of services.

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

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

9 10 **VI. STAFFING**

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

25 B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement 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
28 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
29 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
30 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

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

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

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

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

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

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

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

14 J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics
15 such as: appropriate communication and interactions and the use of self-disclosures.

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

18 L. CONTRACTOR, including each employee that provides services under the Agreement, will
19 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
20 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
21 ADMINISTRATOR, all NPI as soon as they are available.

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

	<u>TOTAL</u>	
<u>DIRECT NON-DSH PROGRAM</u>		
<u>Program Administrator</u>	<u>2.00</u>	
<u>Regional Director of Operations</u>	<u>0.27</u>	
<u>Team Lead – Licensed</u>	<u>5.00</u>	
<u>Team Lead – Unlicensed</u>	<u>2.00</u>	
<u>Data Analyst Specialist</u>	<u>2.00</u>	<u>TOTAL</u>
<u>Billing Specialist</u>	<u>5.00</u>	
<u>MRT-Outpatient</u>	<u>2.00</u>	
<u>Office Coordinator II</u>	<u>1.00</u>	
<u>Office Manager</u>	<u>1.00</u>	
<u>Office Coordinator I</u>	<u>1.00</u>	
<u>Quality Coordinator Trainer</u>	<u>2.00</u>	

1	<u>Regional IT Support Analyst</u>	<u>0.10</u>	
2	<u>Regional IS Manager</u>	<u>0.08</u>	
3	<u>HR Generalist</u>	<u>0.18</u>	
4	<u>Clinical Director</u>	<u>3.00</u>	
5	<u>SUBTOTAL DIRECT NON-DSH</u>	<u>26.62</u>	
6	<u>PROGRAM</u>		
7			
8	<u>DIRECT DSH PROGRAM (NON-MED</u>		
9	<u>SUPPORT)</u>		
10	<u>Case Manager II</u>	<u>23.00</u>	
11	<u>Case Manager II - Cypress House</u>	<u>2.00</u>	
12	<u>Case Manager Specialty</u>	<u>5.00</u>	
13	<u>Mental Health Rehab Specialist</u>	<u>18.00</u>	
14	<u>Peer Recovery Coach</u>	<u>7.00</u>	
15	<u>Clinician- Unlicensed</u>	<u>4.00</u>	
16	<u>LVN</u>	<u>5.00</u>	
17	<u>Family Peer Recovery Coach</u>	<u>2.00</u>	
18	<u>Nurse Practitioner</u>	<u>2.00</u>	
19	<u>SUBTOTAL DIRECT DSH PROGRAM</u>	<u>68.00</u>	
20			
21	<u>DSH SUBCONTRACTOR (MED</u>		
22	<u>SUPPORT)</u>		
23	<u>Prescriber</u>	<u>0.59</u>	
24	<u>SUBTOTAL DSH SUBCONTRACTOR</u>	<u>0.59</u>	
25	<u>(MED-SUPPORT)</u>		
26			
27	<u>TOTAL FTE</u>	<u>95.21</u>	
28	<u>DIRECT NON-DSH PROGRAM</u>		
29	—Program Administrator	1.00	
30	—Regional Director of Operations	0.14	
31	—Team Lead—Licensed	2.00	
32	—Team Lead—Unlicensed	1.00	
33	—Data Analyst Specialist	1.00	
34	—Billing Specialist	2.00	
35	—MRT-Outpatient	1.00	
36	—Office Coordinator II	1.00	
37	—Quality Coordinator Trainer	1.00	

1	—Regional IT Support Analyst	0.14
2	—Regional IS Manager	0.08
3	—HR Generalist	0.18
4	—Clinical Director	1.00
5	SUBTOTAL DIRECT NON DSH PROGRAM	11.54
6		
7	DIRECT DSH PROGRAM (NON-MED SUPPORT)	
8		
9	—Case Manager II	3.00
10	—Case Manager II—Cypress House	2.00
11	—Case Manager Speciality	2.00
12	—Mental Health Rehab Specialist	6.00
13	—Peer Recovery Coach	2.00
14	—Clinician—Unlicensed	1.00
15	—LVN	2.00
16	—Family Peer Recovery Coach	0.50
17	—Nurse Practitioner	1.50
18	SUBTOTAL DIRECT DSH PROGRAM	20.00
19		
20	DSH SUBCONTRACTOR (MED SUPPORT)	
21	—Prescriber	0.25
22	SUBTOTAL DSH SUBCONTRACTOR (MED SUPPORT)	0.25
23		
24		
25	TOTAL FTE	31.79

N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, Medication Management Services, and Housing Support Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.
3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of twenty five thousand nine hundred and ninety-eight (25,998) DSH, with a minimum of two thousand and ten (2,010) hours of medication support services and twenty three thousand nine hundred and eighty-eight (23,988) hours of other mental health, case management and/or crisis intervention services as outlined

1 below. CONTRACTOR understands and agrees that these are minimum requirements and shall make
 2 every effort to exceed these minimums.” CONTRACTOR shall monitor staff productivity and
 3 establish expectations, in consultation with COUNTY, in order to maximize the utilization of services
 4 and demonstrate efficient and effective management of program staff and resources.

5 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and twenty
 6 five (125) Clients throughout the term of the Agreement. CONTRACTOR shall ensure a Client-to-staff
 7 ratio of eighteen (18) Clients to one (1) staff.

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

10 P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals with lived
 11 and/or work experience working with homeless individuals living with a serious mental illness as well
 12 as co-occurring experience with substance abuse issues.

13 Q. Documentation may include, but not be limited to, the following: records attesting to efforts
 14 made in recruitment and hiring practices and identification of measures taken to enhance accessibility
 15 for potential staff in these categories.

16 R. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant
 17 to Section 5150, WIC.

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

20 1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
 21 interns and volunteers as required by the respective governing licensing board such as the Board of
 22 Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10
 23 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for
 24 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff
 25 must continue to receive required supervision until a license is issued. Clinical supervision shall be
 26 provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity
 27 and be documented for all registered/waivered employees, interns and volunteers.

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

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

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

1 U. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P.
2 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and
3 place in their personnel files.

4 V. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
5 Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

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

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

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 HOME FIRST FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 SEPTEMBER 15, 2020 THROUGH JUNE 30, ~~2023~~2024

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

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 Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under
12 the HIPAA regulations in 45 CFR § 160.103.

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

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

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

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

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

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

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

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

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

18 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
19 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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

1 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

8 D. SECURITY RULE

9 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
10 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
11 § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
13 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
14 HIPAA Security Rule pertaining to the security of electronic PHI.

15 2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
16 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
17 the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

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

21 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

31 2. CONTRACTOR shall provide the notification of the Breach immediately to the County
32 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
33 notification within 24 hours of the oral notification.

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

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

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

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

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

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 G. OBLIGATIONS OF COUNTY

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

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

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

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

3 H. BUSINESS ASSOCIATE TERMINATION

4 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the
5 requirements of this Business Associate Contract, COUNTY shall:

6 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the
7 violation within thirty (30) business days; or

8 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to
9 cure the material breach or end the violation within (30) days, provided termination of the Agreement is
10 feasible.

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

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

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

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

23 3. The obligations of this Business Associate Contract shall survive the termination of the
24 Agreement.

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EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 HOME FIRST FULL SERVICE PARTNERSHIP SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 TELECARE CORPORATION
 SEPTEMBER 15, 2020 THROUGH JUNE 30, ~~2023~~2024

I. PERSONAL INFORMATION AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 regulations that require such information if payment is sought under a government program providing
2 public benefits.

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 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 Agreement; and

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

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

1 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 SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or
 4 subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy
 5 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 Agreement that involve the
 13 disclosure of DHCS PI or PII to such subcontractors or other agents.

14 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
 15 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
 16 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives 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 Agreement, CONTRACTOR
 26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
 28 and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract,
 29 Exhibit B to the Agreement.

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

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Exhibit D

ATTACHMENT I

FEDERAL FUNDING PROVISIONS

Contract Work Hours And Safety Standards Act:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act And The Federal Water Pollution Control Act:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to

tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

Procurement of Recovered Materials:

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access To Records:

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Department of Homeland Security (DHS) Seal, Logo, And Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, And Executive Orders:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False Or Fraudulent Statements Or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Single Audit Requirement:

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

Exhibit E**ATTACHMENT I****CERTIFICATION REGARDING ANTI-LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Center for Telecare Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date