

1 CONTRACT FOR PROVISION OF
 2 ADULT CRISIS RESIDENTIAL SERVICES CENTRAL REGION
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 7 COASTAL STAR BEHAVIORAL HEALTH
 8 AUGUST 1, 2020 THROUGH JUNE 30, ~~2022~~2024
 9

10 THIS CONTRACT entered into this 1st day of August 2020 (effective date), is by and between
 11 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and STARS
 12 BEHAVIORAL HEALTH GROUP, INC., DBA COASTAL STAR BEHAVIORAL HEALTH, a
 13 California for profit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
 14 referred to herein individually as "Party" or collectively as "Parties." This Contract shall be
 15 administered by the Director of the COUNTY's Health Care Agency or an authorized designee
 16 ("ADMINISTRATOR").
 17

18 W I T N E S S E T H :
 19

20 ~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Crisis~~
 21 ~~Residential Services Central Region described herein to the Clients of Orange County; and~~

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

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

26 WHEREAS, the Parties executed Contract No. MA-042-20011650 for Adult Crisis Residential
 27 Services Central Region, effective August 1, 2020 through June 30, 2022, in an amount not to exceed
 28 \$4,292,927, renewable for three additional one-year terms ("Contract"); and

29 WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Paragraph VII.
 30 of the Contract; to reduce the Period One Amount Not to Exceed by \$273,752 from \$2,053,139 to
 31 \$1,779,387 as Contractor took over the program a few months into Period One at a pro-rated amount; to
 32 replace Exhibit A of the Contract with Exhibit A-1; and to renew the Contract for two years for County
 33 to continue receiving and Contractor to continue providing the services set forth in the Contract.
 34

35 //
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 37 //

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REFERENCED CONTRACT PROVISIONS

~~Term: August 1, 2020 through June 30, 2022~~
~~Period One means the period from August 1, 2020 through June 30, 2021~~
~~Period Two means the period from July 1, 2021 through June 30, 2022~~

Term: August 1, 2020 through June 30, 2024
Period One means the period from August 1, 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: \$2,053,139~~
~~Period Two Maximum Obligation: \$2,239,788~~
~~TOTAL MAXIMUM OBLIGATION: \$4,292,927~~

~~The Period One Maximum Obligation assumes that CONTRACTOR will assume full responsibility for providing the services in this Contract on the first day of Period One. If CONTRACTOR assumes full responsibility for the services after the first day of Period One, ADMINISTRATOR and CONTRACTOR shall pro-rate the Period One Maximum Obligation using the first day CONTRACTOR assumes full responsibility for the services. The Total Maximum Obligation will be adjusted accordingly.~~

Amount Not to Exceed

Period One Amount Not To Exceed:	\$1,779,387
Period Two Amount Not To Exceed:	\$2,239,788
Period Three Amount Not To Exceed:	\$2,605,058
Period Four Amount Not To Exceed:	\$2,605,058
TOTAL AMOUNT NOT TO EXCEED:	\$9,229,291

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-3299940

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Contract Services

1 405 West 5th Street, Suite 600
 2 Santa Ana, CA 92701-4637

3
 4 CONTRACTOR: Stars Behavioral Health Group, Inc.,
 5 dba Coastal Star Behavioral Health
 6 1501 Hughes Way, Suite 150
 7 Long Beach, CA 90810
 8 Kent Dunlap
 9 President, Chief Executive Officer

10 **I. ACRONYMS**

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

13	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
14	B. AES	Advanced Encryption Standard
15	C. AIDS	Acquired Immune Deficiency Syndrome
16	D. ARRA	American Recovery and Reinvestment Act of 2009
17	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	F. ASI	Addiction Severity Index
19	G. ASRS	Alcohol and Drug Programs Reporting System
20	H. BCP	Business Continuity Plan
21	I. BHS	Behavioral Health Services
22	J. CalOMS	California Outcomes Measurement System
23	K. CalWORKs	California Work Opportunity and Responsibility for Kids
24	L. CAP	Corrective Action Plan
25	M. CCC	California Civil Code
26	N. CCR	California Code of Regulations
27	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
28	P. CEO	County Executive Office
29	Q. CESI	Client Evaluation of Self at Intake
30	R. CEST	Client Evaluation of Self and Treatment
31	S. CFDA	Catalog of Federal Domestic Assistance
32	T. CFR	Code of Federal Regulations
33	U. CHPP	COUNTY HIPAA Policies and Procedures
34	V. CHS	Correctional Health Services
35	W. CIPA	California Information Practices Act
36	X. CMPPA	Computer Matching and Privacy Protection Act
37	Y. COI	Certificate of Insurance

1	Z. CPA	Certified Public Accountant
2	AA. CSW	Clinical Social Worker
3	AB. DHCS	California Department of Health Care Services
4	AC. D/MC	Drug/Medi-Cal
5	AD. DoD	US Department of Defense
6	AE. DPFS	Drug Program Fiscal Systems
7	AF. DRP	Disaster Recovery Plan
8	AG. DRS	Designated Record Set
9	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders
10	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
11	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
12	AK. E-Mail	Electronic Mail
13	AL. EEOC	Equal Employment Opportunity Commission
14	AM. EHR	Electronic Health Records
15	AN. EOC	Equal Opportunity Clause
16	AO. ePHI	Electronic Protected Health Information
17	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
18	AQ. FFS	Fee For Service
19	AR. FIPS	Federal Information Processing Standards
20	AS. FSP	Full Service Partnership
21	AT. FTE	Full Time Equivalent
22	AU. GAAP	Generally Accepted Accounting Principles
23	AV. HCA	County of Orange Health Care Agency
24	AW. HHS	Federal Health and Human Services Agency
25	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
26		Law 104-191
27	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
28		Act, Public Law 111-005
29	AZ. HIV	Human Immunodeficiency Virus
30	AO. HSC	California Health and Safety Code
31	AI. ID	Identification
32	AJ. IEA	Information Exchange Agreement
33	AP. IRIS	Integrated Records and Information System
34	AL. ISO	Insurance Services Office
35	AQ. ITC	Indigent Trauma Care
36	AR. LCSW	Licensed Clinical Social Worker
37	AS. MAT	Medication Assisted Treatment

1	AT. MFT	Marriage and Family Therapist
2	AU. MH	Mental Health
3	AV. MHP	Mental Health Plan
4	AW. MHS	Mental Health Specialist
5	AX. MHSA	Mental Health Services Act
6	AZ. MSN	Medical Safety Net
7	BA. NIH	National Institutes of Health
8	BB. NIST	National Institute of Standards and Technology
9	BC. NPI	National Provider Identifier
10	BD. NPP	Notice of Privacy Practices
11	BE. NPDES	National Plan and Provider Enumeration System
12	BF. OCJS	Orange County Jail System
13	BG. OCPD	Orange County Probation Department
14	BH. OCR	Federal Office for Civil Rights
15	BI. OCSD	Orange County Sheriff's Department
16	BJ. OIG	Federal Office of Inspector General
17	BK. OMB	Federal Office of Management and Budget
18	BL. OPM	Federal Office of Personnel Management
19	BM. P&P	Policy and Procedure
20	BN. PA DSS	Payment Application Data Security Standard
21	BO. PATH	Projects for Assistance in Transition from Homelessness
22	BP. PC	California Penal Code
23	BQ. PCI DSS	Payment Card Industry Data Security Standards
24	BR. PCS	Post-Release Community Supervision
25	BS. PHI	Protected Health Information
26	BT. PI	Personal Information
27	BU. PII	Personally Identifiable Information
28	BV. P&P	Policy and Procedure
29	BW. PRA	California Public Records Act
30	BX. PSC	Professional Services Contract System
31	BY. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
32	BZ. SIR	Self-Insured Retention
33	CA. SMA	Statewide Maximum Allowable (rate)
34	CB. SOW	Scope of Work
35	CC. SUD	Substance Use Disorder
36	CD. UMDAP	Uniform Method of Determining Ability to Pay
37	CE. UOS	Units of Service

1 CF. USC United States Code
 2 CG. WIC Women, Infants and Children
 3

4 **II. ALTERATION OF TERMS**

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

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

12 **III. ASSIGNMENT OF DEBTS**

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

21 **IV. COMPLIANCE**

22 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
 23 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 24 programs.
 25

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

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 30 compliance program, code of conduct and any compliance related policies and procedures.
 31 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
 33 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
 34 this Contract. These elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items

1 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
2 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
3 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
4 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
5 CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

1 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 their agents.

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

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

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

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

12 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
13 participate in the quality improvement activities developed in the implementation of the Quality
14 Management Program.

15 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
16 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
17 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
18 §1810.410.subds.(c)-(d).

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

25 26 **V. CONFIDENTIALITY**

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

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

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

1 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion
 2 thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are
 3 prepared or termination of this Contract. CONTRACTOR shall prepare the individual and/or
 4 consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,
 5 GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and
 6 indirect costs to and between programs, cost centers, services, and funding sources in accordance with
 7 such requirements and consistent with prudent business practice, which costs and allocations shall be
 8 supported by source documentation maintained by CONTRACTOR, and available at any time to
 9 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple contracts for
 10 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a
 11 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
 12 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
 13 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a
 14 consolidated Cost Report.

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

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

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

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

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

35 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
 36 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 37 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are

1 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
 2 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if
 3 any.

4 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 5 less applicable revenues and any late penalty, not to exceed COUNTY's ~~Maximum Obligation~~ Amount
 6 Not to Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR
 7 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
 8 state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to
 9 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
 10 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
 11 within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or
 12 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
 13 reimbursement due COUNTY.

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

22 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
 23 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the
 24 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
 25 difference, provided such payment does not exceed the ~~Maximum Obligation~~ Amount Not to Exceed of
 26 COUNTY.

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

29
 30 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 31 supporting documentation prepared by _____ for the cost report period
 32 beginning _____ and ending _____ and that, to the best of my
 33 knowledge and belief, costs reimbursed through this Contract are reasonable and
 34 allowable and directly or indirectly related to the services provided and that this Cost
 35 Report is a true, correct, and complete statement from the books and records of
 36 (provider name) in accordance with applicable instructions, except as noted. I also
 37 hereby certify that I have the authority to execute the accompanying Cost Report.

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Signed _____
Name _____
Title _____
Date _____"

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.

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

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

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

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

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

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

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

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

36 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by
37 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,

1 meet the requirements of this Contract as they relate to the service or activity under subcontract, include
 2 any provisions that ADMINISTRATOR may require, and are authorized in writing by
 3 ADMINISTRATOR prior to the beginning of service delivery.

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

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

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

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

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

24 //

25 **X. DISPUTE RESOLUTION**

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

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

34 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 35 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
 36 a written statement signed by an authorized representative indicating that the demand is made in good
 37 faith, that the supporting data are accurate and complete, and that the amount requested accurately

1 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

17 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

18 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
19 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
20 consultants performing work under this Contract meet the citizenship or alien status requirements set
21 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
22 subcontractors, and consultants performing work hereunder, all verification and other documentation of
23 employment eligibility status required by federal or state statutes and regulations including, but not
24 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
25 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
26 covered employees, subcontractors, and consultants for the period prescribed by the law.
27

28 **XII. EQUIPMENT**

29 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
30 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
31 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
32 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
33 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
34 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
35 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
36 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
37

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

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

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

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

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

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

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

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

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

34 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 35 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services in
 36 accordance with this Contract, including the terms set forth in Exhibit A. CONTRACTOR shall operate
 37 continuously throughout the term of this Contract with at least the minimum number and type of staff

1 which meet applicable federal and state requirements, and which are necessary for the provision of the
2 services hereunder.

3 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
4 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the ~~Maximum Obligation~~
5 Amount Not to Exceed. The reduction to the ~~Maximum Obligation~~ Amount Not to Exceed shall be in
6 an amount proportionate to the number of days in which CONTRACTOR was determined to be unable
7 to provide services, staffing, facilities or supplies.

8 9 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

32 D. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
33 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
34 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
35 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
36 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
37 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject

1 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

30 H. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
31 this Contract, the COUNTY may terminate this Contract.

32 I. QUALIFIED INSURER

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

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

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

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

K. REQUIRED COVERAGE FORMS

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

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

L. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

28 R. Insurance certificates should be forwarded to the agency/department address listed in the
29 Referenced Contract Provisions of this Contract.

30 S. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
31 calendar days of notification by CEO/Purchasing or the agency/department purchasing division,
32 COUNTY may terminate this Contract for cause.

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

37 U. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If

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

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

8 W. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

32 **XV. INSPECTIONS AND AUDITS**

33 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 34 of the State of California, the Secretary of the United States Department of Health and Human Services,
 35 the Comptroller General of the United States, or any other of their authorized representatives, shall to
 36 the extent permissible under applicable law have access to any books, documents, and records, including
 37

1 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
 2 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
 3 a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
 4 transcripts during the periods of retention set forth in the Records Management and Maintenance
 5 Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the
 6 services provided pursuant to this Contract, and the premises in which they are provided.

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

11 C. AUDIT RESPONSE

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

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

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

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

31
 32 **XVI. LICENSES AND LAWS**

33 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall,
 34 throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates,
 35 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 36 required by the laws, regulations and requirements of the United States, the State of California,
 37 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify

1 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 2 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
 3 and exemptions. Said inability shall be cause for termination of this Contract.

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

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

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

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

36
 37 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

10 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 11 available social media sites) in support of the services described within this Contract, CONTRACTOR
 12 shall develop social media policies and procedures and have them available to ADMINISTRATOR
 13 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
 14 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
 15 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
 16 media developed in support of the services described within this Contract. CONTRACTOR shall also
 17 include any required funding statement information on social media when required by
 18 ADMINISTRATOR.

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

21 **XVIII. ~~MAXIMUM OBLIGATION~~ AMOUNT NOT TO EXCEED**

22 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 23 Contract, and the separate ~~Maximum Obligation~~ Amounts Not to Exceed for each period under this
 24 Contract, are as specified in the Referenced Contract Provisions of this Contract.

25 B. ADMINISTRATOR may amend the ~~Maximum Obligation~~ Amount Not to Exceed by an
 26 amount not to exceed ten percent (10%) of the first twelve months of funding for this Contract.
 27

28 **XIX. MINIMUM WAGE LAWS**

29 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 30 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 31 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
 32 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
 33 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
 34 providing services pursuant to this Contract be paid no less than the greater of the federal or California
 35 Minimum Wage.
 36

37 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other

1 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
2 standards pursuant to providing services pursuant to this Contract.

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

7 8 **XX. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

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

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

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

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

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

36 6. Each labor union or representative of workers with which CONTRACTOR and/or
37 subcontractor has a collective bargaining agreement or other contract or understanding must post a

1 notice advising the labor union or workers' representative of the commitments under this
 2 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
 3 employees and applicants for employment.

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

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

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

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

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

36 b. Throughout the problem resolution and grievance process, Client rights shall be
 37 maintained, including access to the COUNTY's Patients' Rights Office at any point in the process.

1 Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.

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

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

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

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

21 **XXI. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by E-Mail; or

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

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

35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
37

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

6 **XXII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

1 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

22
23 **XXV. PAYMENT CARD COMPLIANCE**

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

32
33 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

37 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for

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

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

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

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

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

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

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

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

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

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

35 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
36 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
37 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records

1 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

23 //

24 //

25 //

26 **XXVII. RESEARCH AND PUBLICATION**

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

31 **XXVIII. REVENUE**

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

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

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

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

12 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
13 persons other than individuals or groups eligible for services pursuant to this Contract.
14

15 **XXIX. SEVERABILITY**

16 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
17 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
18 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
19 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
20 force and effect, and to that extent the provisions of this Contract are severable.
21

22 **XXX. SPECIAL PROVISIONS**

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

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

XXXII. TERM

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

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

XXXIII. TERMINATION

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

C. CONTINGENT FUNDING

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

- a. The continued availability of federal, state and county funds for reimbursement of

1 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 G. CONTRACTOR may terminate this Contract upon ninety (90) calendar days' written notice to
5 COUNTY if CONTRACTOR experiences an increase in the cost of providing services that would result
6 in no net dollar amount of profit during the period of the Contract and is directly attributed to the
7 COVID-19 pandemic as determined by ADMINISTRATOR, in its sole discretion. CONTRACTOR
8 must provide documented proof that the increase would result in no net dollar amount of profit.
9 CONTRACTOR's exercise of the right to terminate the Contract shall relieve CONTRACTOR of all
10 further obligations after the ninety (90) calendar days' written notice; but does not release
11 CONTRACTOR of any provision of this Contract which imposes any obligation described herein up to
12 or after termination of this Contract that by their nature are intended to survive the termination or
13 expiration of this Contract.

14
15 **XXXIV. THIRD PARTY BENEFICIARY**

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

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

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

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

28
29 STARS BEHAVIORAL HEALTH GROUP, INC., DBA COASTAL STAR BEHAVIORAL HEALTH

30
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32 BY: _____ DATED: _____

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34 TITLE: _____
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COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

If the contracting 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.

1 EXHIBIT A
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES CENTRAL REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 AUGUST 1, 2020 THROUGH JUNE 30, 2022

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 11 **I. COMMON TERMS AND DEFINITIONS**

12 ~~— A. The parties agree to the following terms and definitions, and to those terms and definitions~~
 13 ~~which, for convenience, are set forth elsewhere in the Contract.~~

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

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

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

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

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

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

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

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

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

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

~~8. CAT means Crisis Assessment Team and provides twenty four (24) hour mobile response services to any adult who has a behavioral health emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for individuals who are in behavioral health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations as necessary, and provides case management, linkage and follow up services for individuals evaluated.~~

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

~~10. Client or Individual means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who is living with a serious and persistent mental illness.~~

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

~~12. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that operates twenty four (24) hours a day that serves Orange County clients, aged eighteen (18) and older, who are experiencing a behavioral health crisis that cannot wait until a regularly scheduled appointment. Crisis Stabilization services include psychiatric evaluations, nursing assessments, consultations with significant others and outpatient providers, individual and family education, crisis intervention services, counseling/therapy services provided by a Licensed Clinical Social Worker or Marriage Family Therapist, basic medical services, medication services, and referrals and linkages to the appropriate level of continuing care and community services, including Peer Mentoring services. As a designated~~

1 ~~outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23)~~
 2 ~~hours and fifty nine (59) minutes. The primary goal of the CSU is to help stabilize the crises and begin~~
 3 ~~treating individuals in order to refer them to the most appropriate, least restrictive non-hospital setting~~
 4 ~~when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of~~
 5 ~~care is present.~~

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

9 ~~————— 14. Data Collection System means software designed for collection, tracking and reporting~~
 10 ~~outcomes data for Consumers enrolled in the FSP Programs.~~

11 ~~————— a. 3 M's means the Quarterly Assessment Form that is completed for each Consumer~~
 12 ~~every three months in the approved data collection system.~~

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

22 ~~————— c. Data Certification means the process of reviewing State and COUNTY mandated~~
 23 ~~outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the~~
 24 ~~data is accurate.~~

25 ~~————— d. KET means Key Event Tracking and refers to the tracking of a Consumer's movement~~
 26 ~~or changes in the approved data collection system. A KET must be completed and entered accurately~~
 27 ~~each time the CONTRACTOR is reporting a change from previous Consumer status in certain~~
 28 ~~categories. These categories include residential status, employment status, education and benefits~~
 29 ~~establishment.~~

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

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

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

~~17. Engagement means the process by which a trusting relationship between worker and Consumer(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Consumer(s) is the objective of a successful Outreach.~~

~~18. Face to Face means an encounter between Consumer and provider where they are both physically present.~~

~~19. FSP~~

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

~~1) Crisis management;~~

~~2) Housing Services;~~

~~3) Twenty-four (24) hours per day, seven (7) days per week intensive case management;~~

~~4) Community based Wraparound Recovery Services;~~

~~5) Vocational and Educational services;~~

~~6) Job Coaching/Developing;~~

~~7) Consumer employment;~~

~~8) Money management/Representative Payee support;~~

~~9) Flexible Fund account for immediate needs;~~

~~10) Transportation;~~

~~11) Illness education and self management;~~

~~12) Medication Support;~~

~~13) Co-occurring Services;~~

~~14) Linkage to financial benefits/entitlements;~~

~~15) Family and Peer Support; and~~

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

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

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

~~20. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Consumers with applications to low income housing, housing subsidies, senior housing, etc.~~

~~21. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide individuals and/or their families with immediate assistance, as deemed necessary, for the treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Consumer's mental health treatment activities.~~

~~22. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and includes an evaluation to determine if the Consumer meets program criteria and is willing to seek services.~~

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

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

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

5 ~~26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical~~
 6 ~~Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,~~
 7 ~~Impairment Criteria and Intervention Related Criteria.~~

8 ~~27. Member Advisory Board means a member driven board, which shall direct the activities,~~
 9 ~~provide recommendations for ongoing program development and create the rules of conduct for the~~
 10 ~~program.~~

11 ~~28. Mental Health Specialist means an individual who has a Bachelor's Degree and four years~~
 12 ~~of experience in a mental health setting and who performs individual and group case management~~
 13 ~~studies.~~

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

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

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

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

25 ~~c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment~~
 26 ~~programs, consumers receive combined treatment for behavioral health and substance use disorders~~
 27 ~~from the same practitioner or treatment team.~~

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

31 ~~e. Medication Support Services means those services provided by a licensed physician,~~
 32 ~~registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing~~
 33 ~~and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the~~
 34 ~~symptoms of behavioral health disorders. These services also include evaluation and documentation of~~
 35 ~~the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance~~
 36 ~~and response to medication, as well as obtaining informed consent, providing medication education and~~
 37 ~~plan development related to the delivery of the service and/or assessment of the beneficiary.~~

1 ~~_____ f. Rehabilitation Service means an activity which includes assistance in improving,~~
 2 ~~maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,~~
 3 ~~social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources~~
 4 ~~and/or medication education.~~

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

10 ~~_____ h. Therapy means a service activity which is a therapeutic intervention that focuses~~
 11 ~~primarily on symptom reduction as a means to improve functional impairments. Therapy may be~~
 12 ~~delivered to an individual or group of beneficiaries which may include family therapy in which the~~
 13 ~~beneficiary is present.~~

14 ~~_____ 31. Mental Health Worker means an individual that assists in planning, developing and~~
 15 ~~evaluating mental health services for Consumers; provides liaison between Consumers and service~~
 16 ~~providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,~~
 17 ~~counseling, or social work, or has two years of experience providing Client related services to~~
 18 ~~Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral~~
 19 ~~science field such as psychology, counseling, or social work may be substituted for up to one year of the~~
 20 ~~experience requirement.~~

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

23 ~~_____ 33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY~~
 24 ~~will be using for the Adult mental health programs in COUNTY. The scale will provide the means of~~
 25 ~~assigning individuals to their appropriate level of care and replace the diagnostic and acuity of illness-~~
 26 ~~based tools being used today. MORS is ideally suited to serve as a Recovery based tool for identifying~~
 27 ~~the level of service needed by participating members. The scale will be used to create a map of the~~
 28 ~~system by determining which milestone(s) or level of Recovery (based on the MORS) are the target~~
 29 ~~groups for different programs across the continuum of programs and services offered by COUNTY.~~

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

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

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

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

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

12 ~~39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to~~
 13 ~~create a behavioral health and law enforcement response team. While the primary purpose of the~~
 14 ~~partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the~~
 15 ~~PERT team also educates police on behavioral health issues and provides them with the tools necessary~~
 16 ~~to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health~~
 17 ~~trained clinician to ride along with a police officer in order to provide a prompt response and assessment~~
 18 ~~to individuals in behavioral health crises and provide them with the appropriate care and linkages to~~
 19 ~~other resources as required in a dignified manner.~~

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

29 ~~41. Pharmacy Benefits Manager means the organization that manages the medication benefits~~
 30 ~~that are given to Consumers that qualify for medication benefits.~~

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

35 ~~43. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 36 ~~Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS as~~

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1 ~~an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject~~
2 ~~to regulations adopted by the BBS.~~

3 ~~44. 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,~~
5 ~~program level.~~

6 ~~45. Promotores 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 behavioral health disorders, disease and injury prevention.~~

9 ~~46. 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 ~~he/she serves. Promotores are respected and recognized by their peers and have the pulse of the~~
13 ~~community's needs.~~

14 ~~47. PHI means individually identifiable health information usually transmitted by electronic~~
15 ~~media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,~~
16 ~~transmitted or maintained in any other medium. It is created or received by a covered entity and relates~~
17 ~~to the past, present, or future physical or mental health or condition of an individual, provision of health~~
18 ~~care to an individual, or the past, present, or future payment for health care provided to an individual.~~

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

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

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

28 ~~51. Recovery means a process of change through which individuals improve their health and~~
29 ~~wellness, live a self-directed life, and strive to reach their full potential, and identifies four major~~
30 ~~dimensions to support Recovery in life:~~

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

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

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

36 ~~and~~

37 ~~#~~

~~1 d. Community: Relationships and social networks that provide support, friendship, love,
2 and hope.~~

~~3 52. Referral means providing the effective linkage of a Consumer to another service, when
4 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has
5 made contact with the referred service.~~

~~6 53. Supportive Housing PSC means a person who provides services in a supportive housing
7 structure. This person will coordinate activities that will include, but not be limited to: independent
8 living skills, social activities, supporting communal living, assisting Clients with conflict resolution,
9 advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC
10 will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be
11 active in supporting and implementing a full-service partnership philosophy and its individualized,
12 strengths-based, culturally appropriate, and Consumer-centered approach.~~

~~13 54. Supervisory Review means ongoing clinical case reviews in accordance with procedures
14 developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to
15 monitor compliance to the minimum ADMINISTRATOR and Medi Cal charting standards.
16 Supervisory review is conducted by the program/clinic director or designee.~~

~~17 55. Token means the security device which allows an individual user to access the COUNTY's
18 computer-based IRIS.~~

~~19 56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the
20 method used for determining the annual Consumer liability for Mental Health Services received from
21 the COUNTY mental health system and is set by the State of California.~~

~~22 57. Vocational/Educational Specialist means a person who provides services that range from
23 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
24 Consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one
25 on one" vocational counseling and support to Consumers to ensure that their needs and goals are being
26 met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide
27 them with the knowledge and resources to achieve the highest level of vocational functioning possible.~~

~~28 58. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique
29 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
30 and quality of life.~~

~~31 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.~~

~~34 H. BUDGET~~

~~35 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this
36 Exhibit A to the Contract and the following budget, which is set forth for informational purposes only
37 and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.~~

~~The following budget assumes that CONTRACTOR will assume full responsibility for providing the services in the Services Paragraph of this Exhibit A on the first day of Period One. If CONTRACTOR assumes full responsibility for the services after the first day of Period One, ADMINISTRATOR and CONTRACTOR shall pro-rate the budget for Period One, in writing, using the first day CONTRACTOR assumes full responsibility for the services.~~

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
CLIENT DAY			
ADMINISTRATIVE COSTS			
Indirect Costs	—\$ 250,462	—\$ 273,232	—\$ 523,694
SUBTOTAL ADMINISTRATIVE	—\$ 250,462	—\$ 273,232	—\$ 523,694
PROGRAM COSTS			
Salaries	—\$ 1,037,066	—\$ 1,131,345	—\$ 2,168,411
Benefits	— 273,787	— 298,677	— 572,464
Services & Supplies	— 365,324	— 398,534	— 763,858
SUBTOTAL PROGRAM	—\$ 1,676,177	—\$ 1,828,556	—\$ 3,504,733
TOTAL CLIENT DAY COSTS	—\$ 1,926,639	—\$ 2,101,788	—\$ 4,028,427
MEDICATION SUPPORT			
ADMINISTRATIVE COSTS			
Indirect Costs	—\$ 16,500	—\$ 18,000	—\$ 34,500
SUBTOTAL ADMINISTRATIVE	—\$ 16,500	—\$ 18,000	—\$ 34,500
PROGRAM COSTS			
Subcontractor	—\$ 110,000	—\$ 120,000	—\$ 230,000
SUBTOTAL SUBCONTRACT	—\$ 110,000	—\$ 120,000	—\$ 230,000
TOTAL MEDICATION SUPPORT COSTS	—\$ 126,500	—\$ 138,000	—\$ 264,500
TOTAL COST	—\$ 2,053,139	—\$ 2,239,788	—\$ 4,292,927
REVENUE			
— FFP Medi-Cal	—\$ 715,913	—\$ 780,996	—\$ 1,496,909
— MHSA	— 1,337,226	— 1,458,792	— 2,796,018
TOTAL REVENUE	—\$ 2,053,139	—\$ 2,239,788	—\$ 4,292,927
MAXIMUM OBLIGATION	—\$ 2,053,139	—\$ 2,239,788	—\$ 4,292,927

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

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

~~D. The parties agree that the above budget reflects an average Medi-Cal client case load of approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.~~

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

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

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

III. PAYMENTS

~~A. COUNTY shall only pay CONTRACTOR for the portion of Period One that occurs after CONTRACTOR assumes full responsibility for providing the services in the Services Paragraph of this Exhibit A. After CONTRACTOR assumes full responsibility for providing the services in the Services~~

~~Paragraph of this Exhibit A, COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$186,649 per month for Period One and Period Two. COUNTY shall pro-rate the first monthly provisional amount paid to CONTRACTOR if CONTRACTOR assumes full responsibility for the services after the first day of the month. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.~~

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

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

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

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

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

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

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

1 ~~and/or termination of the Contract, except as may otherwise be provided under the Contract, or~~
 2 ~~specifically agreed upon in a subsequent Contract.~~

3 ~~— F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 4 ~~Payments Paragraph of this Exhibit A to the Contract.~~

6 **IV. REPORTS**

7 ~~— A. CONTRACTOR shall maintain records and make statistical reports as required by~~
 8 ~~ADMINISTRATOR and the DHCS on forms provided by either agency.~~

9 ~~— B. FISCAL~~

10 ~~— 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to~~
 11 ~~ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,~~
 12 ~~ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described~~
 13 ~~in the Services Paragraph of this Exhibit A to the Contract. Such reports will also include total bed~~
 14 ~~days, DSH and number of Clients by program. The reports will be received by ADMINISTRATOR no~~
 15 ~~later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR~~
 16 ~~must request in writing any extensions to the due date of the monthly required reports. If an extension~~
 17 ~~is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar~~
 18 ~~days.~~

19 ~~— 2. CONTRACTOR shall submit monthly Year End Projection Reports to~~
 20 ~~ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,~~
 21 ~~ADMINISTRATOR and will report anticipated year-end actual costs and revenues for~~
 22 ~~CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such~~
 23 ~~reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue~~
 24 ~~to the end of the fiscal year. Year End Projection Reports will be submitted in conjunction with the~~
 25 ~~Monthly Expenditure and Revenue Reports.~~

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

34 ~~— D. PROGRAMMATIC~~

35 ~~— 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated~~
 36 ~~below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by~~
 37 ~~ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the~~

~~month/quarter being reported unless otherwise specified. Programmatic reports will include the following:~~

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

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

~~1) current schedule of groups and activities;~~

~~2) a description of chart compliance activities as well as the outcome of chart reviews;~~

~~3) number of admissions;~~

~~4) referral source upon admission;~~

~~5) type of funding upon admission;~~

~~6) average length of stay;~~

~~7) number of admissions by funding (Medi-Cal, unfunded, etc.);~~

~~8) average daily census;~~

~~9) number of discharges;~~

~~10) type of residence on discharge (independent, home with family, Sober Living, etc.);~~

~~11) voluntary and involuntary hospitalizations that occur during Client's stay or within forty eight (48) hours of discharge;~~

~~12) readmissions within forty eight (48) hours and within fourteen (14) days of discharge;~~

~~13) number of individual counseling sessions and duration of sessions per month;~~

~~14) number of educational groups and the duration of each group type provided to Clients per month;~~

~~15) number of attendees to the groups per month;~~

~~16) percentage of Clients attending groups; and~~

~~17) Description of CONTRACTOR's progress in implementing the provisions of this Contract and provisions of the Corrective Action Plan (CAP) that was requested on January 9th 2019.~~

~~CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Contract and the CAP, and if not, will specify what steps will be taken to achieve satisfactory progress.~~

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

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

~~3. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious~~

~~1 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
2 CONTRACTOR shall notify COUNTY and CCL within twenty four (24) hours of any such serious
3 adverse incident.~~

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

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

~~11 — G. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
12 recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities
13 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
14 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
15 not limited to the following:~~

- ~~16 — 1. Designate the responsible position(s) in your organization for managing the funds allocated
17 to this program;~~
- ~~18 — 2. Maximize the use of the allocated funds;~~
- ~~19 — 3. Ensure timely and accurate reporting of monthly expenditures;~~
- ~~20 — 4. Maintain appropriate staffing levels;~~
- ~~21 — 5. Request budget and/or staffing modifications to the Contract;~~
- ~~22 — 6. Effectively communicate in a proactive manner and monitor the program for its success;~~
- ~~23 — 7. Track and report expenditures electronically;~~
- ~~24 — 8. Maintain electronic and telephone communication between key staff and the Contract and
25 Program Administrators; and~~
- ~~26 — 9. Act quickly to identify, report and solve problems.~~

~~27 — H. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
28 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be
29 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
30 harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of
31 said psychometrics.~~

~~32 — I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
33 Reports Paragraph of this Exhibit A to the Contract.~~

~~34 #
35 #
36 #
37 #~~

V. SERVICES

~~A. FACILITIES~~

~~1. CONTRACTOR shall maintain a facility(ies) for the provision of Adult Crisis Residential services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility(ies) shall include space to support the services identified within the Contract.~~

~~401 S. Tustin Avenue, Bldg. D
Orange, CA, 92866~~

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

~~a. HSC Code 1520 et seq;~~

~~b. CCR, Title 22, Division 6, Chapter 2, Social Rehabilitation Facilities; Subchapter 1, Article 7;~~

~~c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs;~~

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

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

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

~~2. The facility shall have a capacity of fifteen (15) beds and include adequate physical space to support the services identified within the Contract.~~

~~3. The facility shall be open for regular admissions between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of these hours as requested. Services to Clients in this program will be provided on a twenty-four (24) hour, seven (7) day per week, three hundred sixty five (365) day per year basis.~~

~~4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

~~B. INDIVIDUALS TO BE SERVED CONTRACTOR shall provide short term crisis residential services to individuals evaluated by and referred by COUNTY and COUNTY contractors as appropriate. CONTRACTOR shall not provide walk-in evaluation and admission services unless mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR. ADMINISTRATOR will serve as the principal source to authorize admissions of individuals who meet the following criteria:~~

~~1. Adults between ages eighteen and fifty nine (18 and 59) and individuals over sixty (60)~~

1 ~~years of age whose needs are compatible with those of other Clients if they require the same level of~~
 2 ~~care and supervision and all Community Care Licensing requirements can be met.;~~

3 ~~—— 2. COUNTY Client;~~

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

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

6 ~~and~~

7 ~~—— 5. Willing to participate fully and voluntarily in services.~~

8 ~~—— C. ADULT CRISIS RESIDENTIAL PROGRAM — This program operates twenty-four (24) hours~~
 9 ~~a day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation~~
 10 ~~model, which is designed to enhance individuals' social connections with family or community so that~~
 11 ~~they can move back into the community and prevent inpatient stays. Short-term Crisis Residential~~
 12 ~~Services will be provided to adults who are in behavioral health crises and may be at risk of psychiatric~~
 13 ~~hospitalization and will involve families and significant others throughout the treatment episodes so that~~
 14 ~~the dynamics of the Clients' circumstances are improved prior to discharge. Individuals are referred~~
 15 ~~from Adult and Older Adult Behavioral Health County or County-contracted behavioral health~~
 16 ~~providers and services will be rich in collaborating with these existing providers to arrange for~~
 17 ~~discharge planning, appropriate housing placements, as needed, in addition to securing linkages to~~
 18 ~~ongoing treatment providers prior to discharge. Crisis Residential services provide positive, temporary~~
 19 ~~alternatives for people experiencing acute psychiatric episodes or intense emotional distress who might~~
 20 ~~otherwise face voluntary or involuntary inpatient treatment. Programs will provide crisis~~
 21 ~~intervention, therapy, medication monitoring and evaluation to determine the need for the type and~~
 22 ~~intensity of additional services within a framework of evidence-based and trauma-informed approaches~~
 23 ~~to recovery planning, including a rich peer support component. Program will include treatment for~~
 24 ~~co-occurring disorders based on either harm-reduction or abstinence-based approaches to wellness~~
 25 ~~and recovery, including providing a safe, smoke-free, drug-free, accepting environment that nurtures~~
 26 ~~individuals' processes of personal growth and overall wellness. The programs must emphasize~~
 27 ~~mastery of daily living skills and social development using strength-based approaches that support~~
 28 ~~recovery and wellness. The residential settings will create solid links to the continuum of care~~
 29 ~~with heavy emphasis on housing supports and linkages that will ease the transitions into independent~~
 30 ~~living and prevent recidivism.~~

31 ~~—— Intensive psychosocial services are provided on an individual and group basis by licensed and~~
 32 ~~licensed-waivered mental health professionals, including therapy, crisis intervention, group education,~~
 33 ~~assistance with self-administration of medications and case management. The focus is on recovery and~~
 34 ~~intensive behavioral health treatment, management and discharge planning, linkage and reintegration~~
 35 ~~into the community. The average length of stay per Client is fourteen (14) days. — The program will~~
 36 ~~offer an environment where Clients are supported as they look at their own life experiences, set their~~
 37 ~~own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The Clients~~
 38 ~~are expected to participate fully in all program activities, including all individual sessions, groups, and~~
 39 ~~recovery oriented outings.~~

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

~~a. HSC 1520 et.seq;~~

~~b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;~~

~~c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs, Section 531-535; and~~

~~d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.~~

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

~~a. Admission Services:~~

~~1) CONTRACTOR shall admit individuals who have been determined to meet admission criteria and will have the Client sign an admission agreement describing the services to be provided, Client rights, and the expectations of the Client regarding house rules and involvement in all aspects of the program, including individual and group therapy sessions.~~

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

~~3) During the initial seventy two (72) hours subsequent to admission, Clients will be expected to remain on site at all times to ensure integration into the program. After this initial period, Client may be eligible for a day pass to an approved activity, usually an MD appointment or an appointment for housing, etc. Prior to the approved activity pass, the Client must be clinically evaluated an hour prior to departure and immediately upon returning to the facility. The Client must be clinically approved prior to leaving the facility. These clinical evaluations will be clearly documented in the individual's chart.~~

~~4) CONTRACTOR shall obtain or complete a medical history within twenty four (24) hours of admission.~~

~~5) CONTRACTOR shall be responsible for Client's TB testing upon admission if Client has not completed the test prior to admission to the program.~~

~~6) CONTRACTOR shall not deny referrals if CONTRACTOR has available space and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.~~

~~7) CONTRACTOR and Client will together develop a written treatment/service plan specifying goals and objectives, involving Client's family and support persons as appropriate, and as aligned with a recovery focused, person-centered and directed approach within seventy two (72) hours of admission. CONTRACTOR shall involve the Client's family and support persons or document attempts to obtain consent until consent is obtained or the Client is discharged.~~

~~8) Within seventy two (72) hours of admission, CONTRACTOR shall establish a discharge date in concert with the Client and their family/support system. The targeted discharge date will be within fourteen (14) days after admission.~~

~~b. Therapeutic Services:~~

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

4 ~~2) CONTRACTOR shall provide group counseling sessions at least four (4) times~~
5 ~~daily to assist Clients in developing skills that enable them to progress towards self-sufficiency and to~~
6 ~~reside in less intensive levels of care. Topics may include, but not be limited to: self-advocacy, personal~~
7 ~~identity, goal setting, developing hope, coping alternatives, processing feelings, conflict resolution,~~
8 ~~relationship management, proper nutrition, personal hygiene and grooming, household management,~~
9 ~~personal safety, symptom monitoring, etc. These groups will be clearly documented in the individual's~~
10 ~~chart. All therapeutic process groups will be facilitated by a licensed clinician.~~

11 ~~3) CONTRACTOR shall provide individual therapeutic sessions provided by a~~
12 ~~licensed clinician at least one time a day to each Client and these sessions will be clearly documented in~~
13 ~~the chart.~~

14 ~~4) CONTRACTOR shall support a culture of "recovery" which focuses on personal~~
15 ~~responsibility for a Client's behavioral health management and independence, and fosters Client~~
16 ~~empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be~~
17 ~~encouraged and assigned to each Client on a daily basis to foster responsibility and learning of~~
18 ~~independent living skills. These chores will be followed up on by residential staff, in the spirit of~~
19 ~~learning, who will also assist the Client in learning the new skills and completing the chores as needed.~~

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

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

31 ~~7) CONTRACTOR shall engage both the Client and family/support persons in the~~
32 ~~program whenever possible. CONTRACTOR shall document contact with family/support persons or~~
33 ~~document why such contact is not possible or not advisable.~~

34 ~~8) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is~~
35 ~~non-confrontational, follows behavioral principles, considers interactions between behavioral health~~
36 ~~disorders and substance abuse and has gradual expectations of abstinence. CONTRACTOR shall~~
37 ~~provide, on a regularly scheduled basis, education via individual and/or group sessions to Clients on the~~

1 ~~effects of alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources.~~
 2 ~~Twelve (12) step groups and Smart Recovery groups will be encouraged at the facility on a regular~~
 3 ~~basis.~~

4 ~~_____ 9) CONTRACTOR shall support a culture that supports a smoke free environment in~~
 5 ~~the facility and on the campus. CONTRACTOR shall provide educational groups regarding tobacco~~
 6 ~~cessation and provide viable alternatives such as tobacco patches and other approved methods that~~
 7 ~~support tobacco use reduction and cessation.~~

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

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

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

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

18 ~~_____ 14) CONTRACTOR shall sustain a culture that supports Peer Recovery~~
 19 ~~Specialist/Counselors in providing supportive socialization for Clients that will assist Clients in their~~
 20 ~~recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be~~
 21 ~~encouraged to share their stories of recovery as much as possible to infuse the milieu with the notion~~
 22 ~~that recovery is possible.~~

23 ~~_____ 15) CONTRACTOR shall provide close supervision and be aware of Clients'~~
 24 ~~whereabouts at all times to ensure the safety of all Clients. Every clinician and residential counselor~~
 25 ~~will have an assigned caseload and be responsible for the monitoring of the assigned individuals.~~
 26 ~~CONTRACTOR shall provide routine room checks in the evening and document observations. Rounds~~
 27 ~~are completed by staff on regular intervals.~~

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

30 ~~_____ c. Case Management/Discharge Services:~~

31 ~~_____ 1) CONTRACTOR shall actively engage in discharge planning from the day of~~
 32 ~~admission, instructing and assisting Clients with successful linkage to community resources such as~~
 33 ~~outpatient mental health clinics, substance abuse treatment programs, housing, including providing~~
 34 ~~supportive assistance to the individual in identifying and securing adequate and appropriate follow up~~
 35 ~~living arrangements, FSP, physical health care, and government entitlement programs.~~

36 ~~_____ 2) CONTRACTOR shall collaborate proactively with Client's Mental Health Plan~~
 37 ~~Provider when such is required to link Clients to county or contracted housing services which may~~

1 ~~include continued temporary housing, permanent supported housing, interim placement, or other~~
2 ~~community housing options.~~

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

10 ~~————— 4) CONTRACTOR shall coordinate treatment with physical health providers as~~
11 ~~appropriate and assist Clients with accessing medical and dental services, and providing transportation~~
12 ~~and accompaniment to those services as needed.~~

13 ~~————— 5) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for~~
14 ~~Clients who are deemed necessary to stay in the program for more than fourteen (14) days.~~
15 ~~CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for Clients who are~~
16 ~~deemed necessary to stay in the program for more than thirty (30) days.~~

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

26 ~~————— 7) In the event a Client leaves the program without permission, CONTRACTOR shall~~
27 ~~hold Client's bed open for twenty-four (24) hours unless otherwise mutually agreed upon by~~
28 ~~ADMINISTRATOR and CONTRACTOR.~~

29 ~~————— 8) In the event a Client is transferred for crisis stabilization to the COUNTY CSU or~~
30 ~~to the Emergency Department (ED), CONTRACTOR shall provide a warm hand-off to the CSU or ED~~
31 ~~receiving staff member and hold a Client's bed open for twenty-four (24) hours unless otherwise~~
32 ~~mutually agreed upon by ADMINISTRATOR and CONTRACTOR.~~

33 ~~————— d. Medication Support Services:~~

34 ~~————— 1) CONTRACTOR shall provide medications, as clinically appropriate, to all Clients~~
35 ~~regardless of funding.~~

36 ~~————— 2) CONTRACTOR shall educate Clients on the role of medication in their recovery~~
37 ~~plan, and how the Client can take an active role in their own recovery process. CONTRACTOR shall~~

1 ~~provide education to Clients on medication choices, risks, benefits, alternatives, side effects and how~~
 2 ~~these can be managed. Client education will be provided on a regularly scheduled basis via individual~~
 3 ~~and group sessions.~~

4 ~~_____ 3) CONTRACTOR shall obtain signed medication consent forms for each~~
 5 ~~psychotropic medication prescribed.~~

6 ~~_____ 4) Medications will be dispensed by a physician's order by licensed and qualified~~
 7 ~~staff in accordance with CCR, Title 9, Div. 1, Chapter 3, Article 3.5, Section 532.1, as well as CCL~~
 8 ~~Requirements.~~

9 ~~_____ 5) Licensed staff authorized to dispense medication will document the Client's~~
 10 ~~response to their medication, as well as any side effects to that medication, in the Client's record.~~

11 ~~_____ 6) CONTRACTOR shall insure all medications are securely locked in a designated~~
 12 ~~storage area with access limited to only those personnel authorized to prescribe, dispense, or administer~~
 13 ~~medication.~~

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

16 ~~_____ 8) CONTRACTOR shall not utilize sample medications in the program without first~~
 17 ~~establishing policies and procedures for the use of sample medications consistent with State regulatory~~
 18 ~~requirements.~~

19 ~~_____ 9) CONTRACTOR shall provide a medication follow up visit by a psychiatrist at a~~
 20 ~~frequency necessary to manage the acute symptoms to allow the Client to safely stay at the Crisis~~
 21 ~~Residential Program and to prepare the Client to transition to outpatient level of care upon discharge. At~~
 22 ~~a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within~~
 23 ~~twelve (12) hours after admission and will have a psychiatrist available as needed for medication~~
 24 ~~follow up as needed or at a minimum twice per week thereafter.~~

25 ~~_____ 10) Upon discharge, CONTRACTOR shall make available a sufficient supply of~~
 26 ~~current psychiatric medications to which the Client has responded, to meet the Client's needs until they~~
 27 ~~can be seen in an outpatient clinic. This may be a combination of new prescriptions, the Client's~~
 28 ~~specific medications remaining at the Crisis Residential Program, and/or additional sample medications~~
 29 ~~with patient labels.~~

30 ~~_____ 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for~~
 31 ~~unfunded Clients.~~

32 ~~_____ e. Transportation Services:~~

33 ~~_____ 1) CONTRACTOR shall provide transportation services for program related activities~~
 34 ~~which may include, but not be limited to, transportation to appointments deemed necessary for medical~~
 35 ~~or dental care or activities related to and in support of preparation for discharge and/or community~~
 36 ~~integration. All other non-crucial appointments will be delayed until after the individual is discharged.~~
 37 ~~CONTRACTOR staff will accompany individuals on these necessary appointments.~~

~~f. Food Services:~~

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

~~2) Meals shall be served in the dining room and tray service provided on emergency need only so as to encourage community food preparation, eating and clean-up activities.~~

~~3) CONTRACTOR shall create opportunities for Clients to participate in the planning, preparation and clean-up of food preparation activities.~~

~~4) Food Services will meet meal and food supply requirements, including an abundant supply of healthy and fresh food options, including fruits, vegetables and other items that promote healthy choices and wellness.~~

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

~~1. Maintenance of adequate records on each Client which shall include all required forms and evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and responsibilities, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services.~~

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

~~3. COUNTY certified reviewers, who will be the Clinical Supervisor and the Program Administrator/Manager, will complete one hundred percent (100%) audit of Client charts regarding clinical documentation, insuring all charts are in compliance with medical necessity and Medi-Cal and Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

~~4. Provide clinical direction and training to staff on all clinical documentation and treatment plans;~~

~~5. Retain on staff, at all times, a certified reviewer trained by the ADMINISTRATOR's Authority and Quality Improvement unit; ADMINISTRATOR is requesting that Clinical Supervisor and Program Administrator/Manager positions carry out these duties;~~

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

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

~~8. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication~~

1 ~~monitoring and utilization review); and~~

2 ~~9. Facilitate on going program development and provide or ensure appropriate and timely~~
 3 ~~supervision and guidance to staff regarding difficult cases and behavioral health emergencies.~~

4 ~~E. QUALITY IMPROVEMENT~~

5 ~~1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement~~
 6 ~~Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements~~
 7 ~~for quality improvement, supervisory review and medication monitoring.~~

8 ~~2. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR~~
 9 ~~Documentation Manual or its equivalent, and any State requirements, as provided by~~
 10 ~~ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare~~
 11 ~~and ADMINISTRATOR charting standards.~~

12 ~~3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,~~
 13 ~~including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall~~
 14 ~~regularly review their charting, IRIS data input and billing systems to ensure compliance with~~
 15 ~~COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.~~

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

20 ~~5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring~~
 21 ~~meetings.~~

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

26 ~~F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

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

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

33 ~~3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or~~
 34 ~~ADMINISTRATOR.~~

35 ~~4. CONTRACTOR will follow the following guidelines for County tokens:~~

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

~~1 b. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the
2 staff member to whom each is assigned.~~

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

~~5 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
6 conditions:~~

~~7 1) Token of each staff member who no longer supports this Contract;~~

~~8 2) Token of each staff member who no longer requires access to the HCA IRIS;~~

~~9 3) Token of each staff member who leaves employment of CONTRACTOR;~~

~~10 4) Token is malfunctioning; or~~

~~11 5) Termination of Contract.~~

~~12 e. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged
13 through acts of negligence.~~

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

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

~~19 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
20 for use to identify themselves in HIPAA standard transactions.~~

~~21 2. CONTRACTOR, including each employee that provides services under the Contract, will
22 obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
23 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
24 ADMINISTRATOR, all NPI as soon as they are available.~~

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

~~30 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
31 conduct research activity on COUNTY Clients without obtaining prior written authorization from
32 ADMINISTRATOR.~~

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

~~1 K. CONTRACTOR shall maintain all requested and required written policies, and provide to
2 ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps
3 and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include
4 but not limited to the following:~~

- ~~5 1. Admission Criteria and Admission Procedure;~~
- ~~6 2. Assessments and Individual Service Plans;~~
- ~~7 3. Crisis Intervention/Evaluation for Involuntary Holds;~~
- ~~8 4. Handling Non-Compliant Clients/Unplanned Discharges;~~
- ~~9 5. Medication Management and Medication Monitoring;~~
- ~~10 6. Recovery Program/Rehabilitation Program;~~
- ~~11 7. Community Integration/Case Management/Discharge Planning;~~
- ~~12 8. Documentation Standards;~~
- ~~13 9. Quality Management/Performance Outcomes;~~
- ~~14 10. Client Rights;~~
- ~~15 11. Personnel/In service Training;~~
- ~~16 12. Unusual Occurrence Reporting;~~
- ~~17 13. Code of Conduct/Compliance;~~
- ~~18 14. Mandated Reporting; and~~
- ~~19 15. Good Neighbor Policy.~~

~~20 L. CONTRACTOR shall provide initial and on-going training and staff development that includes
21 but is not limited to the following:~~

- ~~22 1. Orientation to the program's goals, and P&Ps;~~
- ~~23 2. Training on subjects as required by state regulations;~~
- ~~24 3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to
25 the Contract;~~
- ~~26 4. Recovery philosophy and individual empowerment;~~
- ~~27 5. Crisis intervention and de-escalation;~~
- ~~28 6. Substance abuse and dependence; and~~
- ~~29 7. Motivational interviewing.~~

~~30 M. PERFORMANCE OUTCOMES~~

~~31 1. CONTRACTOR shall be required to achieve, track and report Performance Outcome
32 Objectives, on a quarterly basis as outlined below:~~

- ~~33 a. maintain an occupancy rate of at least ninety five percent (95%);~~
- ~~34 b. maintain an average length of stay of fourteen (14) days or less;~~
- ~~35 c. discharge at least ninety five percent (95%) of Clients to a lower level of care;~~
- ~~36 d. link at least ninety five percent (95%) of Clients to outpatient services at discharge.~~

~~37 Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge.~~

1 ~~Linkage can occur while the Clients are still in program to ensure success;~~

2 ~~_____ e. ensure at least ninety five percent (95%) of Clients do not require inpatient~~
3 ~~hospitalization within forty eight (48) hours of discharge;~~

4 ~~_____ f. ensure at least seventy five percent (75%) of Clients do not require inpatient~~
5 ~~hospitalization within sixty (60) days of discharge.;~~

6 ~~_____ g. Ensure at least ninety percent (90%) of Clients do not readmit within forty eight (48)~~
7 ~~hours of discharge; and~~

8 ~~_____ h. ensure at least seventy five percent (75%) of Clients do not readmit within sixty (60)~~
9 ~~days of discharge; and~~

10 ~~_____ i. Develop an evidenced based performance metric of Client improvement measured upon~~
11 ~~admission and upon linkage and discharge. _____~~

12 ~~_____ j. Research, propose and develop additional evidenced based metrics/performance~~
13 ~~objectives that are relevant to described services and desired outcomes.~~

14 ~~— N. DATA CERTIFICATION~~

15 ~~_____ 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and~~
16 ~~complete database for all individuals served under this Contract. The Client database shall be certified~~
17 ~~upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of~~
18 ~~every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file~~
19 ~~format, the data must be made available in an HCA approved database file type. If CONTRACTOR's~~
20 ~~system is web based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring,~~
21 ~~reporting, and allowing accessibility to view, run, print, and export Client records/reports.~~

22 ~~_____ 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database~~
23 ~~errors.~~

24 ~~_____ 3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required~~
25 ~~data elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A with~~
26 ~~verification that outcome data is correct.~~

27 ~~_____ 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as~~
28 ~~outlined in Subparagraph IV.L. of this Exhibit A to the Contract with verification that outcome data is~~
29 ~~correct.~~

30 ~~— O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
31 ~~Services Paragraph of this Exhibit A to the Contract.~~

32
33 **VI. STAFFING**

34 ~~— A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold~~
35 ~~languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.~~
36 ~~Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical~~
37 ~~staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless~~

~~1 minimum qualifications are not met. Salary savings resulting from such vacant positions may not be
2 used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing
3 and in advance, by ADMINISTRATOR.~~

~~4 — B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
5 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
6 shall maintain documents of such efforts which may include, but not be limited to: records of
7 participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and
8 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
9 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
10 challenged.~~

~~11 — C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
12 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
13 and placed in their personnel files.~~

~~14 — D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
15 COUNTY's New Provider Training.~~

~~16 — E. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
17 and Annual Compliance Training.~~

~~18 — F. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
19 Personnel Requirements as stated in CCR Title 22, standards for a Social Rehabilitation Facility as for a
20 Short Term Crisis Residential Division 6, 81065 and that continuing education is provided. The
21 continuing education may include such topics as the following:~~

- ~~22 — 1. Basic knowledge of mental disorders;~~
- ~~23 — 2. Counseling skills, including individual, group, vocational and job counseling skills;~~
- ~~24 — 3. Crisis management;~~
- ~~25 — 4. Development and updating of needs and services plan;~~
- ~~26 — 5. Discharge planning;~~
- ~~27 — 6. Medications, including possible side effects and signs of overmedicating;~~
- ~~28 — 7. Knowledge of community services and resources; and~~
- ~~29 — 8. Principles of good nutrition, proper food preparation and storage, and menu planning.~~

~~30 The licensee shall document the number of hours of continuing education completed each year by direct
31 care staff.~~

~~32 — G. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
33 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
34 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

~~35 — H. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high
36 quality, cost effective service provision including initial and on going staff training.~~

~~37 — I. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy two (72) hours, of~~

1 ~~any staffing vacancies that occur during the term of the Contract.~~

2 ~~— J. A limited number of clinical staff shall be qualified and designated by COUNTY to perform~~
 3 ~~evaluations pursuant to Section 5150, WIC.~~

4 ~~— K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in~~
 5 ~~Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be~~
 6 ~~equal to an average of forty (40) hours work per week.~~

<u>PROGRAM</u>	<u>Proposed FTEs</u>
—Administrator	0.50
—Assistant Administrator	0.50
—Billing Clerk/Receptionist	1.00
—QA Manager	1.00
—Regional Training Manager	0.06
—Regional Director of Nursing	0.06
—Regional Training Clerk	0.06
—Regional HR Coordinator	0.06
—Regional HR Assistant	0.06
—Regional HR Manager	0.06
—Regional Clinical Director	0.06
—Clinical Supervisor	1.00
—Program Manager	1.00
—LVN/LPT	4.60
—Mental Health Specialist II/Therapist	2.00
—Peer Mentor/Navigator	1.00
—Recovery Counselor	9.00
—Resource Specialist	1.00
—Household Coach/Cook	<u>3.00</u>
TOTAL FTEs	26.02

24 ~~— L. WORKLOAD STANDARDS~~

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

26 ~~— 2. CONTRACTOR shall provide nine hundred fifty (950) DSHs per year of direct physician~~
 27 ~~time which will include medication support services which are inclusive of both billable and non-~~
 28 ~~billable services.~~

29 ~~— 3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours~~
 30 ~~per day, seven (7) days a week and that each Client is seen at least twice per week or more often as~~
 31 ~~needed.~~

32 ~~— 4. CONTRACTOR shall provide four thousand eight hundred (4,800) Client bed days per~~
 33 ~~year, which are inclusive of both billable and non-billable services.~~

34 ~~— 5. CONTRACTOR shall, during the term of the Contract, provide Client related services,~~
 35 ~~tracking the number of individual counseling sessions and number of therapeutic and educational~~
 36 ~~services.~~

~~1 didactic groups provided with a minimum of four (4) groups, including two therapeutic groups
2 facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a
3 licensed clinician per day.~~

~~4 — M. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22,
5 Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5,
6 Part 2, Chapter 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification
7 standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as
8 appropriate to the services being provided. A sufficient number of clinical staff will be licensed in order
9 to meet all State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by
10 clinical staff who do not meet these requirements.~~

~~11 — N. A limited number of clinical staff will be qualified and designated by COUNTY to perform
12 evaluations pursuant to Section 5150, WIC.~~

~~13 — O. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
14 approval of ADMINISTRATOR.~~

~~15 — 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
16 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours
17 of treatment for student interns providing substance abuse services. Supervision will be in accordance
18 to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the
19 respective job descriptions or work contracts.~~

~~20 — 2. An intern is an individual enrolled in an accredited graduate program accumulating
21 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
22 Acceptable graduate programs include all programs that assist the student in meeting the educational
23 requirements in becoming a MFT, or a LCSW.~~

~~24 — 3. Student intern services shall not comprise more than twenty percent (20%) of total services
25 provided.~~

~~26 — P. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
27 Director and other administrative positions, which will include, but not be limited to, an application for
28 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
29 applicable), pay rate and evaluations justifying pay increases.~~

~~30 — Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
31 Staffing Paragraph of this Exhibit A to the Contract.~~

EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
ADULT CRISIS RESIDENTIAL SERVICES CENTRAL REGION
BETWEEN
COUNTY OF ORANGE
AND

STARS BEHAVIORAL HEALTH GROUP, INC., DBA
COASTAL STAR BEHAVIORAL HEALTH
JULY 1, 2022 THROUGH JUNE 30, 2024

VII. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Consumers are receiving services at a level and frequency and duration that is consistent with each Consumer's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-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 Consumer 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 Consumer 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 Consumer 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 practice is 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 seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Consumers and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

6. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention

1 and case management services to those Consumers who seek services in the COUNTY operated
2 outpatient programs.

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

9 8. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response
10 services to any adult who has a mental health emergency. This program assists law enforcement, social
11 service agencies, and families in providing crisis intervention services for individuals who are in mental
12 health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary
13 hospitalizations as necessary, and provides case management, linkage and follow up services for
14 individuals evaluated.

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

18 10. Client or Individual means an individual, referred by COUNTY or enrolled in
19 CONTRACTOR's program for services under the Contract, who is living with a serious and persistent
20 mental illness.

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

24 12. Crisis Stabilization Unit (CSU) means a mental health crisis stabilization program that
25 operates twenty-four (24) hours a day that serves Orange County clients, aged eighteen (18) and older,
26 who are experiencing a mental health crisis that cannot wait until a regularly scheduled appointment.
27 Crisis Stabilization services include psychiatric evaluations, nursing assessments, consultations with
28 significant others and outpatient providers, individual and family education, crisis intervention services,
29 counseling/therapy services provided by a Licensed Clinical Social Worker or Marriage Family
30 Therapist, basic medical services, medication services, and referrals and linkages to the appropriate level
31 of continuing care and community services, including Peer Mentoring services. As a designated
32 outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23)
33 hours and fifty-nine (59) minutes. The primary goal of the CSU is to help stabilize the crises and begin
34 treating individuals in order to refer them to the most appropriate, least restrictive non-hospital setting
35 when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of
36 care is present.

37 13. CSW means Clinical Social Worker and refers to an individual who meets the minimum

1 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
 2 post-master's clinical experience in a mental health setting.

3 14. Data Collection System means software designed for collection, tracking and reporting
 4 outcomes data for Consumers enrolled in the FSP Programs.

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

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

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

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

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

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

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

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

1 18. Face-to-Face means an encounter between Consumer and provider where they are both
2 physically present.

3 19. FSP

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

13 1) Crisis management;

14 2) Housing Services;

15 3) Twenty-four (24) hours per day, seven (7) days per week intensive case
16 management;

17 4) Community-based Wraparound Recovery Services;

18 5) Vocational and Educational services;

19 6) Job Coaching/Developing;

20 7) Consumer employment;

21 8) Money management/Representative Payee support;

22 9) Flexible Fund account for immediate needs;

23 10) Transportation;

24 11) Illness education and self-management;

25 12) Medication Support;

26 13) Co-occurring Services;

27 14) Linkage to financial benefits/entitlements;

28 15) Family and Peer Support; and

29 16) Supportive socialization and meaningful community roles.

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

35 c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
36 including those who are dually diagnosed, in a partnership to achieve the individual's wellness and
37 Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal

1 of FSP Programs is to assist the Consumer's progress through pre-determined quality of life outcome
 2 domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased
 3 employment opportunities and retention, linkage to medical providers, etc.) and become more
 4 independent and self-sufficient as Consumers move through the continuum of Recovery and evidence
 5 by progressing to lower level of care or out of the "intensive case management need" category.

6 20. Housing Specialist means a specialized position dedicated to developing the full array of
 7 housing options for their program and monitoring their suitability for the population served in
 8 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 9 individual is also responsible for assisting Consumers with applications to low income housing, housing
 10 subsidies, senior housing, etc.

11 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to
 12 provide individuals and/or their families with immediate assistance, as deemed necessary, for the
 13 treatment of their mental health disorder and their overall quality of life. Flexible Funds are generally
 14 categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous
 15 expenditures that are individualized and appropriate to support Consumer's mental health treatment
 16 activities.

17 22. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and
 18 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
 19 services.

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

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

29 25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
 30 employment opportunities for the Consumers and matching the job to the Consumer's strengths,
 31 abilities, desires, and goals. This position will also integrate knowledge about career development and
 32 job preparation to ensure successful job retention and satisfaction of both employer and employee.

33 26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
 34 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
 35 Impairment Criteria and Intervention Related Criteria.

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

1 program.

2 28. Mental Health Specialist means an individual who has a Bachelor's Degree and four years
3 of experience in a mental health setting and who performs individual and group case management
4 studies.

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

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

10 a. Assessment means a service activity, which may include a clinical analysis of the
11 history and current status of a beneficiary's mental health or emotional disorder, relevant cultural issues
12 and history, Diagnosis and the use of testing procedures.

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

16 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment
17 programs, consumers receive combined treatment for mental health and substance use disorders from
18 the same practitioner or treatment team.

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

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

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

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

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

5 31. Mental Health Worker means an individual that assists in planning, developing and
 6 evaluating mental health services for Consumers; provides liaison between Consumers and service
 7 providers; and has obtained a Bachelor's degree in a mental health science field such as psychology,
 8 counseling, or social work, or has two years of experience providing Client related services to
 9 Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a mental health
 10 science field such as psychology, counseling, or social work may be substituted for up to one year of the
 11 experience requirement.

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

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

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

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

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

32 37. Outreach means the Outreach to potential Consumers to link them to appropriate Mental
 33 Health Services and may include activities that involve educating the community about the services
 34 offered and requirements for participation in the programs. Such activities should result in the
 35 CONTRACTOR developing their own Consumer referral sources for the programs they offer.

36 38. Peer Recovery Specialist/Counselor means an individual who has been through the same or
 37 similar Recovery process as those he/she is now assisting to attain their Recovery goals while being paid

1 for this function by the program. A peer Recovery specialist practice is informed by his/her own
2 experience.

3 39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to
4 create a mental health and law enforcement response team. While the primary purpose of the
5 partnership is to assist individuals in mental health crisis in accessing mental health services, the PERT
6 team also educates police on mental health issues and provides them with the tools necessary to more
7 effectively assist individuals in mental health crises. PERT provides a mental health trained clinician to
8 ride along with a police officer in order to provide a prompt response and assessment to individuals in
9 mental health crises and provide them with the appropriate care and linkages to other resources as
10 required in a dignified manner.

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

20 41. Pharmacy Benefits Manager means the organization that manages the medication benefits
21 that are given to Consumers that qualify for medication benefits.

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

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

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

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

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

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

4 47. PHI means individually identifiable health information usually transmitted by electronic
 5 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,
 6 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
 7 to the past, present, or future physical or mental health or condition of an individual, provision of health
 8 care to an individual, or the past, present, or future payment for health care provided to an individual.

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

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

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

18 51. Recovery means a process of change through which individuals improve their health and
 19 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
 20 dimensions to support Recovery in life:

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

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

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

27 d. Community: Relationships and social networks that provide support, friendship, love,
 28 and hope.

29 52. Referral means providing the effective linkage of a Consumer to another service, when
 30 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has
 31 made contact with the referred service.

32 53. Supportive Housing PSC means a person who provides services in a supportive housing
 33 structure. This person will coordinate activities that will include, but not be limited to: independent
 34 living skills, social activities, supporting communal living, assisting Clients with conflict resolution,
 35 advocacy, and linking Consumers with the assigned PSC for clinical issues. Supportive Housing PSC
 36 will consult with the multidisciplinary team of Consumers assigned by the program. The PSCs will be
 37 active in supporting and implementing a full service partnership philosophy and its individualized,

1 strengths-based, culturally appropriate, and Consumer-centered approach.

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

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

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

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

17 58. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique
 18 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
 19 and quality of life.

20 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 21 Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

22
 23 **VIII. BUDGET**

24 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this
 25 Exhibit A-1 to the Contract and the following budget, which is set forth for informational purposes only
 26 and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	
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1	TOTAL CLIENT DAY	\$1,669,753	\$2,101,788	\$2,467,058	\$2,467,058	\$8,705,657
2	COSTS					
3	MEDICATION SUPPORT					
4	ADMINISTRATIVE					
5	COSTS					
6	Indirect Costs	\$ 14,300	\$ 18,000	\$ 18,000	\$ 18,000	\$ 68,300
7	SUBTOTAL	\$ 14,300	\$ 18,000	\$ 18,000	\$ 18,000	\$ 68,300
8	ADMINISTRATIVE					
9	PROGRAM COSTS					
10	Subcontractor	\$ 95,333	\$ 120,000	\$ 120,000	\$ 120,000	\$ 455,333
11	SUBTOTAL	\$ 95,333	\$ 120,000	\$ 120,000	\$ 120,000	\$ 455,333
12	SUBCONTRACT					
13	TOTAL MEDICATION	\$ 109,633	\$ 138,000	\$ 138,000	\$ 138,000	\$ 523,633
14	SUPPORT COSTS					
15	TOTAL COST	\$1,779,387	\$2,239,788	\$2,605,058	\$2,605,058	\$9,229,291
16	REVENUE					
17	FFP Medi-Cal	\$ 715,913	\$ 780,996	\$1,000,000	\$1,000,000	\$3,496,909
18	MHSA	1,063,474	1,458,792	1,605,058	1,605,058	5,732,382
19	TOTAL REVENUE	\$1,779,387	\$2,239,788	\$2,605,058	\$2,605,058	\$9,229,291
20	AMOUNT NOT TO EXCEED	\$1,779,387	\$2,239,788	\$2,605,058	\$2,605,058	\$9,229,291

21 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Amount Not To Exceed
22 identified in Subparagraph II.A. of this Exhibit A-1 to the Contract includes Indirect Costs not to exceed
23 fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent
24 (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
25 include operating income.

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

34 D. The parties agree that the above budget reflects an average Medi-Cal client case load of
35 approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
36 accept COUNTY referrals that may result in an increase in this average.
37

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

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

20 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 21 Budget Paragraph of this Exhibit A-1 to the Contract.

22 IX. PAYMENTS

24 A. COUNTY shall only pay CONTRACTOR for the portion of Period One that occurs after
 25 CONTRACTOR assumes full responsibility for providing the services in the Services Paragraph of this
 26 Exhibit A-1. After CONTRACTOR assumes full responsibility for providing the services in the
 27 Services Paragraph of this Exhibit A-1, COUNTY shall pay CONTRACTOR monthly, in arrears, the
 28 provisional amount of \$186,649 per month for Period One and Period Two and \$217,088 per month for
 29 Period Three and Period Four. COUNTY shall pro rate the first monthly provisional amount paid to
 30 CONTRACTOR if CONTRACTOR assumes full responsibility for the services after the first day of the
 31 month. All payments are interim payments only and are subject to Final Settlement in accordance with
 32 the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual
 33 cost of providing the services, which may include Indirect Administrative Costs, as identified in
 34 Subparagraph II.A. of this Exhibit A-1 to the Contract; provided, however, the total of such payments
 35 does not exceed COUNTY’s Amount Not To Exceed as specified in the Referenced Contract provisions
 36 of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY,
 37 State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings

1 for any month for which the provisional amount specified above has not been fully paid.

2 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
 3 Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract.
 4 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 5 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

29 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 30 Payments Paragraph of this Exhibit A-1 to the Contract.

31 X. REPORTS

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

34 B. FISCAL

35 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 36 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 37

1 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
 2 in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include total bed
 3 days, DSH and number of Clients by program. The reports will be received by ADMINISTRATOR no
 4 later than the twentieth (20th) calendar day following the end of the month being reported.
 5 CONTRACTOR must request in writing any extensions to the due date of the monthly-required reports.
 6 If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five
 7 (5) calendar days.

8 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
 9 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 10 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for
 11 CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract.
 12 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
 13 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
 14 the Monthly Expenditure and Revenue Reports.

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

23 D. PROGRAMMATIC

24 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 25 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 26 ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the
 27 month/quarter being reported unless otherwise specified. Programmatic reports will include the
 28 following:

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

31 b. On a monthly basis or as requested, CONTRACTOR shall report the following
 32 information to ADMINISTRATOR:

33 1) current schedule of groups and activities;

34 2) a description of chart compliance activities as well as the outcome of chart reviews;

35 3) number of admissions;

36 4) referral source upon admission;

37 5) type of funding upon admission;

1 6) average length of stay;

2 7) number of admissions by funding (Medi-Cal, unfunded, etc.);

3 8) average daily census;

4 9) number of discharges;

5 10) type of residence on discharge (independent, home with family, Sober Living, etc.);

6 11) voluntary and involuntary hospitalizations that occur during Client's stay or within

7 forty-eight (48) hours of discharge;

8 12) readmissions within forty-eight (48) hours and within fourteen (14) calendar days

9 of discharge;

10 13) number of individual counseling sessions and duration of sessions per month;

11 14) number of educational groups and the duration of each group type provided to

12 Clients per month;

13 15) number of attendees to the groups per month;

14 16) percentage of Clients attending groups; and

15 17) Description of CONTRACTOR's progress in implementing the provisions of this

16 Contract. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the

17 terms of this Contract, and if not, will specify what steps will be taken to achieve satisfactory progress.

18 c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome

19 Objectives as outlined in Subparagraph IV.M. of this Exhibit A-1 to the Contract.

20 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing,

21 to adjust the items to be included in the monthly programmatic reports based on the needs of the

22 COUNTY, the Clients, and a commitment to quality services.

23 3. CONTRACTOR shall document all adverse incidents affecting the physical and/or

24 emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious

25 destruction of property, developments, etc., and which may raise liability issues with COUNTY.

26 CONTRACTOR shall notify COUNTY and CCL within twenty-four (24) hours of any such serious

27 adverse incident.

28 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues

29 that adversely affect the quality or accessibility of Client-related services provided by, or under contract

30 with, the COUNTY as identified in ADMINISTRATOR's P&Ps.

31 F. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make

32 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as

33 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information

34 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

35 G. CONTRACTOR shall provide effective Administrative management of the budget, staffing,

36 recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities

37 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the

1 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
 2 not limited to the following:

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

5 2. Maximize the use of the allocated funds;

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

7 4. Maintain appropriate staffing levels;

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

9 6. Effectively communicate in a proactive manner and monitor the program for its success;

10 7. Track and report expenditures electronically;

11 8. Maintain electronic and telephone communication between key staff and the Contract and
 12 Program Administrators; and

13 9. Act quickly to identify, report and solve problems.

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

19 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 20 Reports Paragraph of this Exhibit A-1 to the Contract.

21 XI. SERVICES

22 A. FACILITIES

23 1. CONTRACTOR shall maintain a facility(ies) for the provision of Adult Crisis Residential
 24 services described herein at the following location(s), or any other location approved, in advance, in
 25 writing, by ADMINISTRATOR. The facility(ies) shall include space to support the services identified
 26 within the Contract.

27 401 S. Tustin Avenue, Bldg. D

28 Orange, CA, 92866

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

30 a. HSC Code 1520 et.seq;

31 b. CCR, Title 22, Division 6, Chapter 2, Social Rehabilitation Facilities;
 32 Subchapter 1, Article 7;

33 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of
 34 Social Rehabilitation Programs;

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

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

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

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

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

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

15 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential
16 services to individuals evaluated by and referred by COUNTY and COUNTY contractors as
17 appropriate. CONTRACTOR shall not provide walk-in evaluation and admission services unless
18 mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR.
19 ADMINISTRATOR will serve as the principal source to authorize admissions of individuals who meet
20 the following criteria:

21 1. Orange County residents who are eighteen (18) years and older.;

22 2. COUNTY Client referred from Adult and Older Adult Mental Health Recovery Services
23 County and County Contracted programs;

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

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

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

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

1 ongoing treatment providers prior to discharge. Crisis Residential services provide positive, temporary
 2 alternatives for people experiencing acute psychiatric episodes or intense emotional distress who might
 3 otherwise face voluntary or involuntary inpatient treatment. Programs will provide crisis
 4 intervention, therapy, medication monitoring and evaluation to determine the need for the type and
 5 intensity of additional services within a framework of evidence based and trauma-informed approaches
 6 to recovery planning, including a rich peer support component. Program will include treatment for
 7 co-occurring disorders based on either harm-reduction or abstinence-based approaches to wellness
 8 and recovery, including providing a safe, smoke free, drug free, accepting environment that nurtures
 9 individuals' processes of personal growth and overall wellness. The programs must emphasize
 10 mastery of daily living skills and social development using strength-based approaches that support
 11 recovery and wellness. The residential settings will create solid links to the continuum of care
 12 with heavy emphasis on housing supports and linkages that will ease the transitions into independent
 13 living and prevent recidivism.

14 Intensive psychosocial services are provided on an individual and group basis by licensed and
 15 licensed waived mental health professionals, including therapy, crisis intervention, group education,
 16 assistance with self-administration of medications and case management. The focus is on recovery and
 17 intensive mental health treatment, management and discharge planning, linkage and reintegration into
 18 the community. The average length of stay per Client is fourteen (14) calendar days. The program will
 19 offer an environment where Clients are supported as they look at their own life experiences, set their
 20 own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The Clients
 21 are expected to participate fully in all program activities, including all individual sessions, groups, and
 22 recovery oriented outings.

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

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

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

- 31 a. Admission Services:
 - 32 1) CONTRACTOR shall admit individuals who have been determined to meet
 33 admission criteria and will have the Client sign an admission agreement describing the services to be
 34 provided, Client rights, and the expectations of the Client regarding house rules and involvement in all
 35 aspects of the program, including individual and group therapy sessions.
 - 36 2) CONTRACTOR shall complete a thorough mental health assessment and
 37 psychiatric evaluation within twelve (12) hours of admission.
 - 3) During the initial seventy-two (72) hours subsequent to admission, Clients will be

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

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

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

11 6) CONTRACTOR shall not deny referrals if CONTRACTOR has available space
 12 and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

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

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

21 b. Therapeutic Services:

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

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

32 3) CONTRACTOR shall provide individual therapeutic sessions provided by a
 33 licensed clinician at least one time a day to each Client and these sessions will be clearly documented in
 34 the chart.

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

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

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

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

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

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

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

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

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

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

37 13) CONTRACTOR will provide information, support, advocacy education, and

1 assistance with including the Client's natural support system in treatment and services.

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

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

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

14 c. Case Management/Discharge Services:

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

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

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

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

34 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
35 Clients who are deemed necessary to stay in the program for more than twenty-one (21) calendar days.

36 7) Unplanned discharges will be avoided at all costs and only after all other
37 interventions have failed. If, at any time, a Client presents as a serious danger to themselves or others,

1 CONTRACTOR shall assess the safety needs of all concerned and may have the Client assessed for
2 voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a Client is seriously
3 or repetitively non-compliant with the program, CONTRACTOR may discharge the Client if deemed
4 necessary and only following a multi-disciplinary case conference which will include the
5 ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the
6 CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence
7 report to ADMINISTRATOR no later than the following business day.

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

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

15 d. Medication Support Services:

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

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

23 3) CONTRACTOR shall obtain signed medication consent forms for each
24 psychotropic medication prescribed.

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

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

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

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

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

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

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

12 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
 13 unfunded Clients.

14 e. Transportation Services:

15 1) CONTRACTOR shall provide transportation services for program related activities
 16 which may include, but not be limited to, transportation to appointments deemed necessary for medical
 17 or dental care or activities related to and in support of preparation for discharge and/or community
 18 integration. Transportation services will be provided to all clients that are referred and accepted to the
 19 program by CONTRACTOR, whether the transportation is provided by CONTRACTOR vehicle, ride
 20 shares or taxi cab. All other non-crucial appointments will be delayed until after the individual is
 21 discharged. CONTRACTOR staff will accompany individuals on these necessary appointments.

22 f. Food Services:

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

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

27 3) CONTRACTOR shall create opportunities for Clients to participate in the
 28 planning, preparation and clean-up of food preparation activities.

29 4) Food Services will meet meal and food supply requirements, including an abundant
 30 supply of healthy and fresh food options, including fruits, vegetables and other items that promote
 31 healthy choices and wellness.

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

34 1. Maintenance of adequate records on each Client which shall include all required forms and
 35 evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and responsibilities, on-
 36 going progress notes, and records of service provided by various personnel in sufficient detail to permit
 37 an evaluation of services.

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

4 3. COUNTY certified reviewers, who will be the Clinical Supervisor and the Program
5 Administrator/Manager, will complete one hundred percent (100%) audit of Client charts regarding
6 clinical documentation, insuring all charts are in compliance with medical necessity and Medi-Cal and
7 Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all
8 initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure that all
9 chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
10 shall ensure that all chart documentation is completed within the appropriate timelines.

11 4. Provide clinical direction and training to staff on all clinical documentation and treatment
12 plans;

13 5. Retain on staff, at all times, a certified reviewer trained by the ADMINISTRATOR's
14 Authority and Quality Improvement unit who will conduct 100% chart reviews to ensure compliance;
15 ADMINISTRATOR is requesting that Clinical Supervisor and Program Administrator/Manager
16 positions carry out these duties;

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

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

22 8. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication
23 monitoring and utilization review); and

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

26 E. QUALITY IMPROVEMENT

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

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

34 3. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
35 including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall
36 regularly review their charting, IRIS data input and billing systems to ensure compliance with
37 COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

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

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

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

11 F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

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

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

18 3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
 19 ADMINISTRATOR.

20 4. CONTRACTOR will follow the following guidelines for County tokens:

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

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

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

27 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 28 conditions:

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

30 2) Token of each staff member who no longer requires access to the HCA IRIS;

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

32 4) Token is malfunctioning; or

33 5) Termination of Contract.

34 e. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged
 35 through acts of negligence.

36 f. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.

37 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if

1 available, and if applicable.

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

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

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

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

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

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

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

27 1. Admission Criteria and Admission Procedure;

28 2. Assessments and Individual Service Plans;

29 3. Crisis Intervention/Evaluation for Involuntary Holds;

30 4. Handling Non-Compliant Clients/Unplanned Discharges;

31 5. Medication Management and Medication Monitoring;

32 6. Recovery Program/Rehabilitation Program;

33 7. Community Integration/Case Management/Discharge Planning;

34 8. Documentation Standards;

35 9. Quality Management/Performance Outcomes;

36 10. Client Rights;

37 11. Personnel/In service Training;

1 12. Unusual Occurrence Reporting;

2 13. Code of Conduct/Compliance;

3 14. Mandated Reporting; and

4 15. Good Neighbor Policy.

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

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

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

9 3. Orientation to the services section, as outlined in the Services Section of this Exhibit A-1 to
10 the Contract;

11 4. Recovery philosophy and individual empowerment;

12 5. Crisis intervention and de-escalation;

13 6. Substance abuse and dependence; and

14 7. Motivational interviewing.

15 M. PERFORMANCE OUTCOMES

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

18 a. maintain an occupancy rate of at least ninety-five percent (95%);

19 b. maintain an average length of stay of twenty one (21) calendar days or less;

20 c. discharge at least ninety-five percent (95%) of Clients to a lower level of care;

21 d. link at least ninety-five percent (95%) of Clients to outpatient services at discharge.

22 Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge.

23 Linkage can occur while the Clients are still in program to ensure success;

24 e. ensure at least ninety-five percent (95%) of Clients do not require inpatient
25 hospitalization within forty-eight (48) hours of discharge;

26 f. ensure at least seventy-five percent (75%) of Clients do not require inpatient
27 hospitalization within sixty (60) calendar days of discharge..

28 g. Ensure at least ninety percent (90%) of Clients do not readmit within forty-eight (48)
29 hours of discharge; and

30 h. ensure at least seventy-five percent (75%) of Clients do not readmit within sixty (60)
31 calendar days of discharge; and

32 i. Develop an evidenced based performance metric of Client improvement measured upon
33 admission and upon linkage and discharge.

34 j. Research, propose and develop additional evidenced based metrics/performance
35 objectives that are relevant to described services and desired outcomes.

36 N. DATA CERTIFICATION

37 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and

1 complete database for all individuals served under this Contract. The Client database shall be certified
 2 upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of
 3 every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file
 4 format, the data must be made available in an HCA approved database file type. If CONTRACTOR's
 5 system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring,
 6 reporting, and allowing accessibility to view, run, print, and export Client records/reports.

7 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database
 8 errors.

9 3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required
 10 data elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A-1 with
 11 verification that outcome data is correct.

12 4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as
 13 outlined in Subparagraph IV.M. of this Exhibit A-1 to the Contract with verification that outcome data is
 14 correct.

15 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 16 Services Paragraph of this Exhibit A-1 to the Contract.

XII. STAFFING

19 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 20 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
 21 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
 22 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
 23 minimum qualifications are not met. Salary savings resulting from such vacant positions may not be
 24 used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing
 25 and in advance, by ADMINISTRATOR.

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

33 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 34 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
 35 and placed in their personnel files.

36 D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
 37 COUNTY's New Provider Training.

1 E. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
 2 and Annual Compliance Training.

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

- 7 1. Basic knowledge of mental disorders;
- 8 2. Counseling skills, including individual, group, vocational and job counseling skills;
- 9 3. Crisis management;
- 10 4. Development and updating of needs and services plan;
- 11 5. Discharge planning;
- 12 6. Medications, including possible side effects and signs of overmedicating;
- 13 7. Knowledge of community services and resources; and
- 14 8. Principles of good nutrition, proper food preparation and storage, and menu planning.

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

17 G. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
 18 CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
 19 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

20 H. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high
 21 quality, cost effective service provision including initial and on-going staff training.

22 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 23 any staffing vacancies that occur during the term of the Contract.

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

26 K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 27 Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal
 28 to an average of forty (40) hours work per week.

PROGRAM	Proposed FTEs
Administrator	1.00
QA Manager	1.00
Clinical Supervisor	1.00
Program Manager	1.00
LVN/LPT	4.70
Mental Health Specialist II/Therapist	3.00
Peer Mentor/Navigator	1.00

1	<u>Recovery Counselor</u>	<u>9.10</u>
2	<u>Household Coach/Cook</u>	<u>3.00</u>
3		
4	<u>TOTAL FTEs</u>	<u>24.80</u>

K. WORKLOAD STANDARDS

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

2. CONTRACTOR shall provide nine hundred fifty (950) DSHs per year of direct physician time which will include medication support services which are inclusive of both billable and non-billable services.

3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours per day, seven (7) days a week and that each Client is seen at least twice per week or more often as needed.

4. CONTRACTOR shall provide four thousand eight hundred (4,800) Client bed days per year, which are inclusive of both billable and non-billable services.

5. CONTRACTOR shall, during the term of the Contract, provide Client related services, tracking the number of individual counseling sessions and number of therapeutic and educational didactic groups provided with a minimum of four (4) groups, including two therapeutic groups facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a licensed clinician per day.

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

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

N. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

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

2. An intern is an individual enrolled in an accredited graduate program accumulating

1 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
2 Acceptable graduate programs include all programs that assist the student in meeting the educational
3 requirements in becoming a MFT, or a LCSW.

4 3. Student intern services shall not comprise more than twenty percent (20%) of total services
5 provided.

6 O. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
7 Director and other administrative positions, which will include, but not be limited to, an application for
8 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
9 applicable), pay rate and evaluations justifying pay increases.

10 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
11 Staffing Paragraph of this Exhibit A-1 to the Contract.

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES CENTRAL REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 AUGUST 1, 2020 THROUGH JUNE 30, ~~2022~~2024

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 37 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 ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

3 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

37 E. DATA SECURITY REQUIREMENTS

1 1. Personal Controls

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

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

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

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

27 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 3. Audit Controls

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

1 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

9 4. Business Continuity/Disaster Recovery Control

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

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

22 5. Paper Document Controls

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

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

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

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

7 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
8 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
9 COUNTY.

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

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

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

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

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

31 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

4 1) The Disclosure is required by law; or

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

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

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

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

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

19 H. PROHIBITED USES AND DISCLOSURES

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

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

29 I. OBLIGATIONS OF COUNTY

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

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

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

1 may affect CONTRACTOR’s Use or Disclosure of PHI.

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

4 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
 2 TO THE CONTRACT FOR PROVISION OF
 3 ADULT CRISIS RESIDENTIAL SERVICES CENTRAL REGION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 STARS BEHAVIORAL HEALTH GROUP, INC., DBA
 8 COASTAL STAR BEHAVIORAL HEALTH
 9 AUGUST 1, 2020 THROUGH JUNE 30, ~~2022~~2024

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 information if payment is sought under a government program providing public benefits.

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

5 B. TERMS OF CONTRACT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

33 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
34 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
35 CMPPA Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS,
36 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements
37 to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information

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

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

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

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

19 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
20 the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
21 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
22 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
23 Breach to the affected individual(s).

24 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
25 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
26 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
27 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
28 Exhibit B to the Contract.

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

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